

**ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

January 23, 2017 7:00 PM

City Hall Assembly Chambers
Regular Meeting 2017-03

Submitted By:

Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

IV. APPROVAL OF MINUTES

A. January 9, 2017 Regular Assembly Meeting 2017-01

V. MANAGER'S REQUEST FOR AGENDA CHANGES

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

1. Ordinances for Introduction

a. Ordinance 2016-10(A) An Ordinance Appropriating Funds for FY17 School District Operations.

This ordinance would make the following FY17 School District budget changes:

General Operations	\$ 2,034,200
Contributions to Fund Balance	786,000
Total Budget Changes	\$2,820,200

Funding for the changes is provided from the following:

State Foundation Funding	\$ 2,820,200
Total Funding Source Changes	\$2,820,200

These adjustments are requested by the School District due to student enrollment increasing above projections, which increases the State Foundation Funding support to education.

The Assembly Finance Committee (AFC) forwarded this request to the Assembly at its January 11, 2017, regular meeting.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

- b. **Ordinance 2016-09(AC) An Ordinance Appropriating to the Manager the Sum of \$700,000 as Partial Funding for the Construction of Aurora Harbor Phase II; Funding Provided by the Harbors Enterprise Fund's Fund Balance.**

CBJ Docks and Harbors requests approval of an appropriation ordinance that would transfer funds from the Harbors Fund to the Aurora Harbor Re-Build CIP account for the Phase II project.

The request is to move \$700,000 to the existing Aurora Harbor Re-Build CIP for planned improvements of Aurora Harbor Re-Build-Phase II, specifically the removal and reconstruction of a portion of the Headwalk; Mainwalks E, F, and G; electrical and lighting; domestic water lines; and fire suppression system. The project includes moving the existing boat shelters to access the work and returning the boat shelters to the new facility upon completion. The funds would come from the Harbor Fund which has a current balance of \$3,874,900.

The Public Works and Facilities Committee is scheduled to review this ordinance at its January 30, 2017, meeting.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

- c. **Ordinance 2016-09(AD) An Ordinance Appropriating to the Manager the Sum of \$250,000 as Funding for the Juneau School District Deferred Maintenance and Minor Improvements Capital Improvement Project; Funding Provided by the General Government Fund's Fund Balance.**

This ordinance would appropriate \$250,000 to the Juneau School District for JSD Deferred Maintenance and Minor Improvements including carpet replacement, water heaters, etc.

Funding is provided from the General Government Fund's Fund Balance.

The Assembly Finance Committee approved this action at its January 11, 2017, meeting.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular meeting.

2. Resolutions

- a. **Resolution 2786 A Resolution Ratifying the Labor Agreement between the Bartlett Regional Hospital and the International Longshore and Warehouse Union, Healthcare Unit 2201**

This resolution would provide Assembly ratification of the terms of the tentative agreement negotiated between Bartlett Regional Hospital and the International Longshore and Warehouse Union, Healthcare Unit 2201, for a collective bargaining agreement that will expire on December 31, 2017.

The tentative agreement includes a conversion to a new pay schedule on November 29, 2015, with the implementation of a new classification and compensation system. Wage rates were determined through a study that considered market wage data. Although each employee is impacted differently by the conversion to the new pay schedule, the cumulative impact of the conversion is approximately equivalent to a 2.3% increase in wages. Additionally, the tentative agreement includes a 1% increase to the pay schedule, effective the first pay day in July 2017. The total cost of these provisions over the life of the contract for both union and non-represented employees is projected to be approximately \$3,062,000.

In addition, there are other non-economic language changes to the collective bargaining agreement.

This tentative agreement has been ratified by the union membership and was passed unanimously by the Bartlett Regional Hospital Board of Directors.

The City Manager recommends this resolution be adopted.

b. Resolution 2785 A Resolution Approving the Bartlett Regional Hospital Personnel Rules.

This resolution would provide Assembly adoption of the Bartlett Regional Hospital (BRH) Personnel Rules.

Title 40.10.020(5) provides that "...the hospital administrator may issue personnel rules as required to adapt the personnel plan to allow for continuous operation of the hospital; all personnel rules issued by the hospital administrator are subject to the approval of the hospital board of directors and adoption by the assembly by resolution;..." The Bartlett Regional Hospital Board of Directors approved the BRH Personnel Rules on September 29, 2016. The BRH Personnel Rules were reviewed by the Human Resources Committee on December 19, 2016. The Human Resources Committee recommended that the BRH Personnel Rules be forwarded to the Assembly for approval.

The City Manager recommends this resolution be adopted.

c. Resolution 2781 A Resolution Reestablishing the Assembly Rules of Procedure, and Repealing Resolution No. 2550.

This resolution would amend the current Assembly Rules of Procedure. The amendments in this resolution include requests made by the Assembly at its retreat on December 3, 2016. The text being added is underlined and the text being deleted is shown by strikeout. The specific provisions being amended are at Rule 5(C)(2)(b) and (f), Rule 6(A), and Rule 17.

The City Manager recommends this resolution be adopted.

- d. **Resolution 2784 A Resolution Affirming the City and Borough of Juneau's Continuing Support of the Juneau Access Project.**

The Mayor has provided this Resolution for the Assembly's consideration.

As this is a policy decision for the Assembly, the City Manager has no recommendation on this matter.

- e. **Resolution 2787 A Resolution Expressing Continued Assembly Support for the Use of Municipal Property for the Proposed Willoughby Arts Complex.**

The purpose of this resolution is to affirm the Assembly's continued support for the use of CBJ property between Centennial Hall and the Juneau Arts and Culture Center for the proposed Willoughby Arts Complex. This resolution would extend the date the Juneau Arts and Humanities Council may rely on the CBJ's stated intent to commit municipal property to the project for an additional five years.

The City Manager recommends this resolution be adopted.

3. Liquor License

- a. **Liquor License Renewals for 2017**

The following are the 2017/2018 Liquor License Renewals received and reviewed so far:

Beverage Dispensary Licenses:

License # 1081 Shayz, LLC d/b/a Squirez, 11806 Glacier Hwy.

License # 447 Alaska Promotions, LLC, No dba, No premises (this is the former Suite 907, LLC license that was involuntarily transferred back to Ethan Billings in Oct. 2016)

Beverage Dispensary Tourism Licenses:

License # 674 MSE, LLC d/b/a Lucky Lady, 192 S. Franklin Street

Package Store Licenses:

License # 300 DeHart's LLC d/b/a DeHart's Grocery, 11735 Glacier Hwy.

Recreational Site License:

License #5095 Taku Lanes, LLC d/b/a Taku Lanes, 608 W. Willoughby Ave.

Restaurant/Eating Place Licenses:

License #4731 DJ, LLC d/b/a Asiana Gardens, 9116 Mendenhall Mall Road

License #188 Bullwinkle's Inc. d/b/a Bullwinkle's Pizza, 318 Willoughby Ave.

License #1690 Bullwinkle's Inc. d/b/a Bullwinkle's Pizza, 9108 Mendenhall Mall Road

Staff from the Finance, Fire, Public Works/Utilities, Police, and Community Development departments have reviewed the above list of renewals and recommend the Assembly waive its right to protest these renewals.

Additional licenses will be forwarded for Assembly action as soon as notice is received from the Alcohol Marijuana Control Office and CBJ staff has had an opportunity to review each license up for renewal.

The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals for the 2017/2018 renewal period.

4. Other Items for consent

a. **Standard Marijuana Cultivation Facility - Green Elephant LLC, License No. 10315**

On January 3, 2017, CBJ received notice of State of Alaska Standard Marijuana Cultivation Facility License #10315 for Green Elephant, LLC to be located at 101 Mill St., Ste. A, Juneau, AK 99801.

CBJ staff from the Police, Fire, Finance, and Community Development departments reviewed this application for compliance with CBJ laws and regulations and recommends the Assembly waive its right to protest the issuance of this license.

Due to the large quantity of documents associated with each marijuana license, the full set of documents will be available electronically by using the NOVUS BoardView portal in your online packets, while your paper packets will only contain the following documents:

- State of Alaska Alcohol & Marijuana Control Office – Initiating License Application #10315 online form
- Form MJ-01: Marijuana Establishment Operating Plan
- Form MJ-02: Premises Diagram
- Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental
- CBJ Planning Commission Conditional Use Permit USE2016-0027 Notice of Decision

Original paper copies of all the documents relating to this license are available for public review in the office of the Municipal Clerk during regular business hours.

VIII. PUBLIC HEARING

A. **Ordinance 2016-44 An Ordinance Amending the City and Borough Code Relating to Camping in the Downtown Juneau Area.**

This ordinance would amend the CBJ's existing camping ordinance by adding a provision designed to prohibit camping on private property in a narrowly defined geographic area in downtown Juneau. The purpose of this amendment is to partially address the issue raised by business owners in the downtown area who are experiencing a noticeable increase of unauthorized people camping on their property, resulting in a significant increase in

refuse, litter, waste and harm to private businesses. This ordinance is not an outright bar as it allows private property owners to grant permission to campers to use their property.

I recommend that you consider this ordinance in the context of other services and management measures that are already being provided or are being considered for our homeless population. This ordinance is one small piece of a larger puzzle; to be effective it must be accompanied by other measures. Absent other measures, this ordinance would likely only serve to move the problem camping to different areas. Measures that should be considered include the provision of a year round campground and a heated sheltering opportunity that is available during specified weather conditions.

The Committee of the Whole considered this ordinance at its January 9, 2016, meeting and approved moving the ordinance forward to public hearing without a final recommendation by the Committee.

I recommend that you approve this ordinance with an effective date of April 15, which is the date that the Thane Campground opens for the summer. I have explored the possibility of opening a year-round campground that is near downtown and not at risk of avalanche hazard, but do not believe it is feasible to permit and open such a campground much faster than the regular opening of the Thane Campground.

The City Manager recommends this ordinance be adopted.

B. Ordinance 2016-47 An Ordinance Amending the State Permits and Licenses Chapter, CBJ 01.65, to Provide for the Review of State Marijuana Licenses.

This is a housekeeping ordinance that would amend Chapter 01.65 to provide for Assembly review of State marijuana license applications in the same manner as the code provides for the review of State liquor license applications.

The City Manager recommends this ordinance be adopted.

C. Ordinance 2016-09(AA) An Ordinance Appropriating to the Manager the Sum of \$2,075 as Funding for the Sister Cities Program; Funding Provided through a Donation from the Filipino Community, Inc.

On November 14, 2016, the Juneau Sister City Committee (JSCC) approved accepting funds, which were raised by the Filipino Community and the Sister City Committee on behalf of Kalibo, Aklan, Philippines. JSCC's plan for the money is to pay for a resident of Kalibo to come to Juneau for the JEDC Innovation Summit in February, 2017. If this cannot be arranged on short notice the funds will be used for another benefit for Kalibo in the future.

The City Manager recommends this ordinance be adopted.

D. Ordinance 2016-09(AB) An Ordinance Appropriating to the Manager the Sum of \$30,000, as Funding for Leasing the Juneau Subport Parking; Funding Provided by the Downtown Parking Fund's Fund Balance.

At its meeting on December 12, 2016, the Lands Committee made a motion of support for staff to draft an ordinance that appropriates \$30,000 from the Downtown Parking Fund to be used for leasing the Juneau subport parking property.

The City Manager recommends this ordinance be adopted.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. STAFF REPORTS

XII. ASSEMBLY REPORTS

- A. Mayor's Report
- B. Committee and Liaison Reports
- C. Presiding Officer Reports

XIII. ASSEMBLY COMMENTS AND QUESTIONS

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - January 9, 2017

MEETING NO. 2017-01: The Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 7:00 p.m. by Mayor Ken Koelsch.

I. ROLL CALL

Assembly Present: Mary Becker, Maria Gladziszewski, Norton Gregory, Loren Jones, Jesse Kiehl, Ken Koelsch, Jerry Nankervis, Beth Weldon and Debbie White.

Assembly Absent: None.

Staff Present: Rorie Watt, City Manager; Mila Cosgrove, Deputy City Manager; Amy Mead, Municipal Attorney; Laurie Sica, Municipal Clerk; Bob Bartholomew, Finance Director; Rob Steedle, Community Development Director; Bryce Johnson, Police Chief; David Borg, Harbor Operations Superintendent.

II. SPECIAL ORDER OF BUSINESS

None.

III. APPROVAL OF MINUTES

A. December 19, 2016 Regular Assembly Meeting 2016-38

MOTION, by Becker, to approve the minutes of the December 19, 2016 Regular Assembly Meeting 2016-38. Hearing no objection, it was so ordered.

IV. MANAGER'S REQUEST FOR AGENDA CHANGES

Mr. Watt asked to amend his manager's recommendation for Ordinance 2016-43, amending the land use code regarding sobering centers and emergency shelters - to introduce and refer to the Committee of the Whole prior to setting the matter for public hearing. Hearing no objection, it was so ordered.

V. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

William Quayle asked to get the pedicab issue on the Assembly's agenda and get it taken care of soon.

Rebecca Gaguine encouraged sympathy and empathy for the homeless. Camping is a symptom and homelessness is the problem. She would like to see money spent on re-housing people.

Shawn Summerall spoke about being homeless and said he keeps a clean camp and he understands that the stores are close to resources and fining people is not the answer, putting them into the system is not the answer. He spent time in prison and has seen people with depression and jailing the homeless will not solve the problem. He understands why businesses don't want campers and the mess. He has stayed at the shelter and there is a lot of help there.

Paula Gonzalez Rohrbacher said she works at an agency serving the homeless and is a board member of an agency serving the mentally ill and homelessness and substance abuse go hand in hand. The current weather situation has her worried about the people on the street. The Glory Hole, for good reason, bans people with behavioral problems or who are intoxicated, leaving them on the street, and there are those that don't want to be at the Glory Hole. She would like to see a temporary warming shelter set up and has heard the bus depot on Main street as a suggestion.

Elizabeth Davis lives in the flats area downtown. The JDP has been responsive and kind but the problem of thefts has increased, with break-ins to homes, fuel syphoning and car rifling. They installed security cameras at their home and found the perpetrator to be a young person who is a "person in our community." She needs more information about addressing the root causes - mental health, addiction and homelessness - please redirect resources from things that can wait to this issue that can't wait.

Mandy Cole said she is the chair of the Juneau Coalition on Housing and Homelessness, which has 42 member agencies addressing the problem. The police chief is a wonderful person and is engaged in this issue and she addressed his comment at the COW meeting regarding using doorways as the "choice" of a place to stay. Staying in a doorway in this weather is not a choice. We who are free from substances and mental illness have a different way of thinking about choice, and the asked people to put themselves in the shoes of someone who can't make choices in the same way. Ms. Cole spoke about the idea of a mobile shower van, that could provide a warm shower, then this can help make a connection to help them work towards getting more long term housing because they need to fill out paperwork to get inside, and this often is difficult to do because this populations has challenges. Ms. Cole said public safety is a concern for everyone and we can't control other's behavior, we can only control our own. It is impacting some people more than others and we have laws on the books to address violent behavior. We can find out the names of the people who are sleeping in doorways and we can find ways to address those who are hurting others. Adding tickets to someone who is at the end of their rope will be not benefit and does not solve the problem.

Mary Bailey said she is homeless and living at the shelter. She spoke about the danger of being a woman and homeless. She is not trying to hurt anyone, she is just trying to survive. People need help, whether the reason is mental illness, drugs, or alcohol.

Steve Lythgoe said he is currently staying at the shelter and has seen people thrown out of the shelter for no reason and they are being more strict, the enforcement is selective, they don't offer help to everyone, and they are throwing more and more people out of the shelter and have no where to go. It is desperation that makes people stay in doorways. He knew someone's mother recently died from being outside. The shelter is not providing the correct help and they should be looked at by a state official. He said you can stay for 60 days, and then you have to enter the PATH program, and that is selective. People down there are afraid to talk to the staff because this can cause an immediate eviction. In the eye of the public everything looks great but they are different behind closed doors. They help some but not all and they don't follow their own rule book. He said the shelter was full most nights, and they do allow people to stay on the floor sometimes, and it is getting crowded. If you are sleeping on the sidewalk you will get beat and robbed - there needs to be more help at the Glory Hole. There are people that come in there and are violent and cause problems but they are the minority.

Chloe Abbot said she has been delivering coats and boots to people on the streets and she has seen young people, some pregnant women, and we need to respect the business owners, but we

can't sweep the homeless under the rug, because there will be continuing problems. She asked the Assembly to allow camping at the Thane campground at one's own risk, have a tent city, and many people in the community are willing to volunteer.

Theresa Sarabia said she has lived in the Marine View Apartments since the 1970's and is opposed to the camping ordinance. Downtown is for everyone and she said a camping area should be set up. Homeless Connect will be this weekend, sleeping bags will be issued but that is not a fix. There are not enough rehab services, mental health services, and we need to work together on this problem, which has gotten worse over time. Use taxes from tourism to help solve the problem.

VI. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction
None.

B. Assembly Requests for Consent Agenda Changes

Mr. Jones requested that Resolution 2781 - the Assembly Rules of Procedure - be removed from the consent agenda. Hearing no objection, it was so ordered.

C. Assembly Action

MOTION, by Nankervis, to adopt the consent agenda as amended, revising the manager's recommendation in Ordinance 2016-43 and removing Resolution 2781. Hearing no objection, the consent agenda was adopted as amended.

1. Ordinances for Introduction

- a. Ordinance 2016-09(AA) An Ordinance Appropriating to the Manager the Sum of \$2,075 as Funding for the Sister Cities Program; Funding Provided through a Donation from the Filipino Community, Inc.

On November 14, 2016, the Juneau Sister City Committee (JSCC) approved accepting funds, which were raised by the Filipino Community and the Sister City Committee on behalf of Kalibo, Aklan, Philippines. JSCC's plan for the money is to pay for a resident of Kalibo to come to Juneau for the JEDC Innovation Summit in February, 2017. If this cannot be arranged on short notice the funds will be used for another benefit for Kalibo in the future.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

- b. Ordinance 2016-09(AB) An Ordinance Appropriating to the Manager the Sum of \$30,000, as Funding for Leasing the Juneau Subport Parking; Funding Provided by the Downtown Parking Fund's Fund Balance.

At its meeting on December 12, 2016, the Lands Committee made a motion of support for staff to draft an ordinance that appropriates \$30,000 from the Downtown Parking Fund to be used for leasing the Juneau subport parking property.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

- c. Ordinance 2016-43 An Ordinance Amending the Land Use Code Relating to Sobering Centers and Emergency Shelters.

This ordinance would amend the Land Use Code with respect to sobering facilities by amending the Table of Permissible Uses to identify the use, defining the term, and by providing for minimum parking requirements. Additionally, the ordinance would define "emergency shelters" as one type of assisted living facility.

The Planning Commission considered this ordinance on November 10 and December 27, 2016, and recommended it be moved forward to the Assembly for adoption.

One small change has been made to the ordinance as approved by the Commission. The definition of 'emergency shelter' was modified to apply to temporary accommodations for 'homeless persons' instead of 'displaced persons.' The reason for this change was to clarify CDD's intention that the definition of 'emergency shelter' not be interpreted to include emergency lodging and shelter needed in the event of a disaster.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

With the approval of the Assembly, Mr. Watt revised his recommendation and the Assembly introduced Ordinance 2016-43 and referred the matter to the Committee of the Whole.

- d. Ordinance 2016-47 An Ordinance Amending the State Permits and Licenses Chapter, CBJ 01.65, to Provide for the Review of State Marijuana Licenses.

This is a housekeeping ordinance that would amend chapter 01.65 to provide for Assembly review of State marijuana license applications in the same manner as the code provides for the review of State liquor license applications.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

2. Resolutions

- a. Resolution 2777 A Resolution in Support of Full Funding from the State of Alaska for the Municipal Harbor Facility Grant Program.

The substantive portions of this resolution were drafted by the Alaska Association of Harbormasters and Port Administrators (AAHPA), of which CBJ Docks and Harbors is a member.

This resolution recommends full funding for the State of Alaska Department of Transportation's Harbor Facility Grant Program. Last year, the CBJ received a \$2 million Tier II grant for Phase II of the Aurora Harbor project. Prior to that, the CBJ has been a beneficiary of approximately \$9 million in harbor grant funding since the program's inception.

This year, the City of Kake, the City of Ketchikan, the City and Borough of Sitka, the Municipality of Skagway, the City of Valdez, and the City and Borough of Wrangell have offered to contribute \$18,160,055 in local match funding for the FY2018 grant program, to be used towards seven harbor projects of significant importance for Alaska.

The Docks & Harbors Board reviewed this resolution at its meeting on October 26, 2016, and recommended forwarding it to the full Assembly for approval.

The City Manager recommends this resolution be adopted.

- b. Resolution 2781 A Resolution Reestablishing the Assembly Rules of Procedure, and Repealing Resolution No. 2550.

This resolution would amend the current Assembly Rules of Procedure. The amendments in this resolution include requests made by the Assembly at its retreat on December 3, 2016. The text being added is underlined and the text being deleted is shown by strikeout. The specific provisions being amended are at Rule 5(C)(2)(b) and (f), Rule 6(A), and Rule 17.

The City Manager recommends this resolution be adopted.

MOTION, by Jones, to readdress at the next regular assembly meeting.

He has some suggestions for the city attorney, including on page 6 item b, regarding the wording about liquor and marijuana licenses. I would like to see the changes drafted and be brought back.

No objection.

- c. Resolution 2782 A Resolution Certifying that the City and Borough of Juneau Did Suffer Significant Effects during the Program Base Year from Fisheries Business Activities Occurring within the Northern Southeast Fisheries Management Area.

This resolution would facilitate the CBJ's participation in the State's FY2017 shared fisheries business tax program by certifying to the State that the CBJ suffered significant effects during calendar year 2015 from fisheries business activities. Pursuant to this program, the State distributes to each participating community in the affected management area a share of state fishery revenues.

It is anticipated that the CBJ's share this year will be approximately \$8000.

The City Manager recommends this resolution be adopted.

- d. Resolution 2783 A Resolution Proclaiming Calendar Year 2017 a Year of Civility and Respect and Calling Upon the Citizens and Visitors to Our Community to Act in a Manner that Reflects Those Qualities.

This resolution would proclaim calendar year 2017 a year of civility and respect in the City and Borough of Juneau.

The CBJ encompasses citizens from a wide variety of backgrounds and perspectives and every year Juneau hosts over one million visitors from across the world. As citizens, we directly influence the community we inhabit through our daily interactions with friends, neighbors, community members and visitors. The hallmark of a functional democracy and a healthy society is the ability to engage in discourse and reasoned debate in a manner that is civil and respectful of all concerned. A community culture where civil and respectful behavior is the norm is one that fosters a positive climate for public safety, vibrant economic development, and creating strong healthy families.

This resolution affirms the CBJ's intent to be a community where all citizens can thrive.

The City Manager recommends this resolution be adopted.

3. Liquor License

a. Liquor License Renewals 2017-2018

The following is a list of 2017/2018 liquor license renewal applications that have been received from the Alcohol Beverage Control Board so far for this renewal cycle.

Package Store Licenses:

License #849 Oke Hui Rodman d/b/a Percy's Liquor Store; 214 Front St., Juneau

License #828 Thibodeau's Market, Inc. d/b/a Thibodeau's Liquor; No Premises

Restaurant/Eating Place License:

License #1384 Alfonso Soriano d/b/a Jovany's Italian Restaurant; 9121 Glacier Hwy., Juneau

Staff from the Finance, Fire, Public Works/Utilities, Police, and Community Development departments have reviewed the above list of renewals and recommend the Assembly waive its right to protest these renewals.

The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals for the 2017/2018 renewal period.

4. Transfers

a. Transfer T-983 Transfers \$4,600,000 from Cruise Ship Dock Project to Statter Harbor Phase III.

This transfer moves \$4.6M from the existing Cruise Ship Dock project to a new CIP project to dredge and construct a Commercial For Hire Float at Statter Harbor (Statter Harbor Phase III). The source of these funds is the FY17 State Commercial Passenger Vessel Excise Tax which was initially allocated to augment the downtown Cruise Ship Dock Project. The funds are

currently in excess to the needs of the dock project and the Assembly Finance Committee approved the transfer to the Statter Harbor Phase III CIP at its meeting on December 14, 2016.

The City Manager recommends this transfer be approved.

VII. PUBLIC HEARING

- A. Ordinance 2016-09(Z) An Ordinance Appropriating to the Manager the Sum of \$459,909 Plus Interest through January 10, 2017, as Funding for IRS Arbitrage Rebate (Related to Tax-Exempt Bonds); Funding Provided by the Debt Service Fund's Fund Balance.

The 2006 CBJ General Obligation bonds have arbitrage rebate owed in the amount of \$487,103.60 including interest of \$72,180.40 on the rebate liability of \$414,923.20. The total liability needs to be paid within 60 days from December 5, 2016, the date the recently refunded (refinanced) bonds were officially retired. The Debt Service Fund Balance has \$490,000 available from prior interest earnings and a sales tax funding allocated to pay school bond debt.

The Assembly Finance Committee forwarded this request to the Assembly at its December 14, 2016, regular meeting.

The City Manager recommends this ordinance be adopted.

Public Comment:

None.

Assembly Action:

MOTION, by Gregory, to adopt Ordinance 2016-09(AZ). Hearing no objection, it was so ordered.

- B. Ordinance 2016-45 An Ordinance Amending the Official Land Use Maps of the City and Borough to Change the Land Use Designation of Two Parcels Located on a Fraction of USMS 164 near the End of St. Ann's Avenue in Downtown Douglas from Natural Area Park to Medium Density Residential.

In July 2016, CDD received an application to rezone a parcel, located near the end of St. Ann's, from D-5 to D-18. The rezone was recommended for approval by the Planning Commission on September 13, 2016, and the rezone ordinance, 2016-41, was introduced at the November 7, 2016, regular Assembly meeting.

Prior to the public hearing, it was discovered that the Comprehensive Plan Map designations of both the subject parcel and the parcel adjacent to it were incorrectly designated as Natural Park Area. Natural Park Area is defined as "CBJ-owned lands suitable for community recreational purposes, which are not to be zoned for residential, commercial, or industrial development." The subject parcels in this ordinance are privately held and suitable for development.

Staff forwarded a recommendation to the Planning Commission that the Land Use Maps be amended to change the parcels' designation from Natural Park Area to

Medium Density Residential. The Planning Commission considered the map amendment issue at its meeting on November 30, 2016, and approved making the recommendation to the Assembly.

The City Manager recommends this ordinance be adopted.

Public Comment:

None.

Assembly Action:

MOTION, by Weldon, to adopt Ordinance 2016-45.

Mr. Jones asked if there was any residential zoning higher than D-18 and why medium density residential was chosen for this map change. Ms. McKibben said D-18 was compatible with MDR and there were zoning districts with higher residential uses but they were mixed use zones.

Hearing no objection, it was so ordered.

- C. Ordinance 2016-41(b) An Ordinance Amending the Official Zoning Map of the City & Borough to Change the Zoning of a Southeast Fraction of USMS 164, Located near the End of St. Ann's Avenue in Downtown Douglas, from D-5 to D-18.

In July 2016, CDD received an application to rezone a parcel, located at the end of St. Ann's in Douglas, from D-5 to D-18. A neighborhood meeting on the proposed rezone was held on August 17, 2016.

Pursuant to Ordinance 2016-45, the Comprehensive Plan identifies the subject parcel as Medium Density Residential. The lots adjacent to the subject parcel are zoned D-18.

The Planning Commission approved the rezone at its September 13, 2016, meeting.

The City Manager recommends this ordinance be adopted.

Public Comment:

None.

Assembly Action:

MOTION, by White, to adopt Ordinance 2016-41(b). Hearing no objection, it was so ordered.

VIII. UNFINISHED BUSINESS

- A. Liquor License #4405 - Tides Complex, Inc. dba Dragon Inn Chinese Cuisine Inc.

The Finance Department recommended the Assembly file a mid-cycle protest of the Tides Complex, Inc. dba Dragon Inn Chinese Cuisine Inc. Liquor License #4405 in accordance with AS 04.11.480 which states the following:

"The local governing body may protest the continued operation of a license during the second year of the biennial license period by sending the board and the licensee a protest and the reasons for the protest by January 31 of the second year of the license. The procedures for action on a protest of continued operation of a license are the same as the procedures for action on a protest of a renewal application...."

The initial protest was based on the continued delinquency on the Confession of Judgment (COJ) which was in default for the second time with a total of 7 missed monthly payments as of November 30, 2016 resulting in a total of \$10,000 in back payments due to bring the COJ current again. In addition to the defaulted COJ payments, there was a total of \$141.12 in outstanding sales taxes, penalties, and interest also owing to pay the sales tax account current through December 2016. Following notice sent to the licensee of these delinquencies, a payment was received on December 16, 2016 bringing current the sales tax balances. A \$9,000 payment via cashiers check brought the COJ current through November 2016. The licensee also provided a post-dated check for December 23 in the amount of \$1,000 for the December 2016 COJ payment.

At its meeting on December 19, 2016 the Assembly Human Resources Committee recommended postponement of action on this license to the January 9, 2017 Assembly meeting in order to ensure the December 23 payment went through as well as to ensure the payment due January 1, 2017 was received in a timely manner.

As of January 5, 2017, when this packet was going to print, staff from the Finance Department reported that the postdated check of December 23, 2016 has cleared the bank. They also reported that the January payment of \$1,500 was dated January 1, 2017 and there is only one remaining payment due on February 1, 2017 for a little over \$1,300 to pay the COJ balance in full.

In light of the above payments having been received, Finance staff is removing its request for a protest of the continued operation of this liquor license.

The complete details regarding this item can be found in the January 9, 2017 Assembly Human Resources Committee packet and the HRC will be forwarding its recommendation for Assembly action.

The City Manager recommends this mid-cycle liquor license protest be withdrawn.

Mr. Watt said the HRC met prior to this Assembly meeting and supported the motion to withdraw the protest on this license. No action was needed by the Assembly on this matter.

IX. NEW BUSINESS

None.

X. STAFF REPORTS

None.

XI. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Koelsch invited the public to participate in a public meeting on Tuesday, January 17, at 7 p.m. in the Assembly Chambers. Chief Johnson of JPD would provide an overview on crime in Juneau and would provide steps that business owners and residents can take to reduce crime.

Mayor Koelsch said he would bring forth a resolution reaffirming the Assembly's support for the Juneau Access project at a future meeting.

B. Committee and Liaison Reports

Eaglecrest Board: Liaison Gregory provided information about work on Nordic ski trails, recent upgrades to the cafeteria, and a recent event to host the Guinness Book of World Records "Largest Ski Class." 2017 will be the 40th year of operations for Eaglecrest. The board is investigating beer and wine sales, bringing electricity to "Black Bear" for night skiing and snow production, and installation of fiber. Eaglecrest Foundation will assist with fundraising.

School Board: Liaison Weldon reported the board was back to work now that school was back in session.

Juneau Economic Development Council: Liaison Weldon reported on the upcoming Innovation Summit and Juneau students traveling to Anchorage for the STEM Robotics Championship. The next meeting is set for January 11.

Aquatics Board: Liaison White said Juneau will see a slight uptick to admission prices at the pools. Concessions are now sold at the valley pool.

Travel Juneau: Liaison White said BBC television will be in Juneau for three weeks this summer to do two live broadcasts.

Planning Commission: Liaison White said the next meeting was set for January 10 at which time the PC will elect officers, set meeting dates, and discuss Title 49 updates on parking and updates on the Auke Bay Area Plan.

Bartlett Regional Hospital Board: Liaison Gladziszewski said the board met on December 27 and recognized outgoing board members Mary Borthwick and Lauree Morton, and thanked Dr. Fisher for her work as Chief of Staff. The union contract was ratified by members, General Surgeon candidates are visiting Juneau now, and the hospitalist program started January 1. The next meeting was set for January 24.

Juneau Commission on Sustainability: Liaison Gladziszewski said the commission met on December 14 and reviews ways to incorporate sustainability into the CIP program. The commission has held 6 public comment sessions on the energy plan and is working to finalize the document. It held a meeting on innovative energy solutions and the "chicken ordinance" is working its way to the Planning Commission - then on to the Assembly.

Parks and Recreation Advisory Board: Liaison Gladziszewski said the board reviewed the public comment on the master plan and board operations at a recent meeting. The board would like to preserve Gunakadeit Park as a park, and the next meeting is set for February 7.

Human Resources Committee: Chair Jones said the HRC met and reviewed the liquor license on tonight's agenda under new business. The next meeting is set for January 23 and candidates for the Bartlett Hospital Board will be interviewed. He distributed a memo for Assembly review regarding some thoughts he has on identifying skill sets needed of board members on the enterprise boards to aid the Assembly in making board appointments. He asked to discuss the memo at the January 23 meeting.

Airport Board: Liaison Jones said the next meeting was set for January 10.

Downtown Business Association: Liaison Jones said the next meeting was set for January 10.

Local Emergency Planning Committee: Liaison Jones said the next meeting was set for January 11.

Finance Committee: Chair Kiehl said the next meeting was set for January 11 and the packet was distributed.

UAS Campus Council: Liaison Kiehl said the next meeting was set for February 6.

AML Board of Directors: Liaison Kiehl said the Board met prior to this Assembly meeting and discussed a proposed "community dividend" bill which has a potential to replace revenue sharing. The Board made change on how it accepts resolutions and has pushed the deadline back to shortly before city elections to receive resolutions for the November meeting, and to require that at least one community support the resolution before the League would consider it.

Public Works and Facilities Committee: Chair Becker discussed plans for work with Douglas Island Indian Association, JSD and CBJ for restitution regarding the graves found while doing school renovation at Gastineau Elementary School. The committee discussed Auke Bay speed limits with representatives of DOT and requested a speed study in the area. The board also discussed the CBJ recycling program and heard a status report on the Mendenhall river erosion and potential LID.

Docks and Harbors Board: Liaison Becker said the board is continuing discussion about its fee structure and have determined that house boats do not have to pay for tidelands. There will be public meetings on January 17th and 19th to discuss planning efforts for the area between Norway Point and Bridge Park.

Chamber of Commerce: Liaison Becker said that Mayor Koelsch and Port Director Uchytel were recently featured speakers and were both well received.

Alaska Committee: Liaison Becker said that the committee was busy preparing the annual Legislative Welcome Reception - the public is invited to attend on January 18, from 5 - 6:30 p.m. in Centennial Hall.

Committee of the Whole: Chair Nankervis said the committee met and discussed Airport operations, the Willoughby Art Complex, and received an update on the Juneau Economic Development Plan. The next meeting was set for January 30 with a full agenda.

C. Presiding Officer Reports

Nestler v Planning Commission Appeal: Presiding Officer Jones said that on January 4, Ben Nestler submitted a written request to withdraw his appeal. Hearing no objection, the Assembly agreed to allow Mr. Nestler to withdraw the appeal.

MOTION, by Jones, to refund the \$500 appeal filing fee to Mr. Nestler. Hearing no objection, it was so ordered.

SEAL Trust v CBJ Assessor: Presiding Officer Kiehl said the Clerk e-mailed a link to the record in the seal trust appeal. The final reply brief was still pending and the hearing was on schedule for February 1 at 5 p.m.

XII. ASSEMBLY COMMENTS AND QUESTIONS

Ms. White said she met with several property owners about areas suitable for winter camping and attended a press conference at JPD.

Mayor Koelsch urged people to check the new city museum photo show on North Douglas mailboxes.

Mr. Nankervis said he was a "political-cicle" at Eaglecrest for the Guinness event but it was a cold, enjoyable day.

Ms. Becker asked for more information about the proposal for beer and wine at the Eaglecrest lodge. Mr. Kiehl said he was not aware of any available licenses and he would like a report from the risk manager on this topic.

Mr. Kiehl congratulated the figure skating club for their recent participation in skating events in Fon du Lac, Wisconsin. He encouraged people to attend the legislative welcome reception and noted that the annual Martin Luther King Day observance would be held on January 16 at 1 p.m. at St. Paul's Church. Mr Kiehl asked for an update regarding the Mendenhall River Erosion project.

Mr. Jones expressed concerns about the explanation of the "Continuum of Care" and the need to add support for supportive services to ensure that people with challenges, especially mental health issues, who do find housing are able to keep their housing.

Ms. Gladziszewski said she appreciated the ad hoc meetings on homelessness to get the ball rolling and encouraged consultation with the service providers in the community to find alternatives to criminalization of homelessness. The camping ordinance can only be a part of a solution.

Ms. Weldon said JPD will hold an "encouragement rally" on the Capital Steps on January 17th.

Mr. Gregory said he spoke with representatives from the National Council on Alcohol and Drug Dependency (NCADD) about the opiate issue and the organization would like to share information with the Assembly about ways to address this issue of growing concern.

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Cynthia Dau said she has cared for homeless people in the community for years and they have no voice. She agrees that they should not leave garbage on people's property, but she has brought cardboard and plastic to warm people. They don't have a place to use the restroom. She was willing to help with a warming station and she suggested using the bus station, with a porta potty, and to provide the basics.

Dane Kemp said he arrived from Phoenix Arizona a few years ago and for one third of the money for the Housing First Facility, Juneau could house a lot more people by providing a location with heat, mats and restrooms. Some won't stop drinking or using drugs. He spoke about his experience living at the Glory Hole Shelter.

Deacon Charles Rohrbacher spoke about the idea of sobering centers and emergency shelters. He said the issue of homelessness is an emergency and requires an emergency response in this cold weather. Much of substance abuse is related to mental illness and is no fault of the individual. He asked the Assembly to respond with some type of emergency shelter. This issues will get worse with the criminal justice reform measures and those in jail now will be out on the street. It is good to address this in a comprehensive way but to act quickly to address this emergency situation.

William Quayle said homelessness can happen to anyone and it should be addressed in that manner. He said he was fortunate to have a housing voucher and suggested that there should be a transitional period for people to gain housing, with conditions that you have to be clean and sober and looking for a job. If people want to sleep in their car allow them to be in the "boonies." If you have a misdemeanor you can't get a housing voucher. He has weathered the storm and every time he paid my rent he pinched himself - he was grateful. Rent is so high and he spoke about the legislator's per diem being high and driving up rent prices. He urged the Assembly to not criminalize homelessness or even cite with an infraction.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

8:50 p.m.

XVI. SUPPLEMENTAL MATERIALS

Presented by: The Manager
 Introduced: 1/23/2017
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-10(A)

An Ordinance Appropriating Funds for FY17 School District Operations.

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Appropriate. This Ordinance will make the following increases to the City and Borough of Juneau School District Operating Budget for the fiscal year beginning July 1, 2016, and ending June 30, 2017.

General Operations	\$ 2,034,200
Contributions to Fund Balance	<u>786,000</u>
Total Budget Changes	<u>\$2,820,200</u>

Section 3. Source of Funds. The following amounts are hereby appropriated for the fiscal year beginning July 1, 2016, and ending June 30, 2017.

State Foundation Funding	<u>\$ 2,820,200</u>
Total Funding Source Changes	<u>\$2,820,200</u>

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption.

Adopted this __ day of _____, 2017.

 Kendell D. Koelsch, Mayor

Attest:

 Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 1/23/2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AC)

An Ordinance Appropriating to the Manager the Sum of \$700,000 as Partial Funding for the Construction of Aurora Harbor Phase II; Funding Provided by the Harbors Enterprise Fund's Fund Balance.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$700,000 for the construction of Aurora Harbor Phase II - Project H51-100 Phase II.

Section 3. Source of Funds

Harbors Enterprise Fund's Fund Balance	\$700,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 1/23/2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AD)

An Ordinance Appropriating to the Manager the Sum of \$250,000 as Funding for the Juneau School District Deferred Maintenance and Minor Improvements Capital Improvement Project; Funding Provided by the General Government Fund's Fund Balance.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$250,000 for the Juneau School District Deferred Maintenance and Minor Improvements Capital Improvement Project – S02-102.

Section 3. Source of Funds.

• General Government Fund's Fund	<u>\$ 250,000</u>
Balance	\$ 250,000

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2786

A Resolution Ratifying the Labor Agreement between the City and Borough and the International Longshore and Warehouse Union AFL-CIO, Healthcare Unit 2201.

WHEREAS, the negotiating team representing the City and Borough has reached a tentative agreement with the negotiating team representing the employees of Bartlett Regional Hospital of the City and Borough of Juneau; and

WHEREAS, the union representing those bargaining unit employees has reported that such employees have ratified the proposed agreement; and

WHEREAS, CBJ 44.10.120 requires that the agreement be presented to the Assembly for ratification by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. That the proposed labor agreement between Bartlett Regional Hospital of the City and Borough of Juneau and the International Longshore and Warehouse Union AFL-CIO, Healthcare Unit 2201, is hereby ratified by the Assembly.

Section 2. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk



HUMAN RESOURCES & RISK MANAGEMENT DIVISION

155 S. Seward St.
Phone: (907)586-0225 Fax: (907)586-5392
e-mail: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: January 19, 2017

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of BRH/ILWU Tentative Agreement

Bartlett Regional Hospital and the International Longshore and Warehouse Union, Health Care Unit 2201, reached tentative agreement on a three year collective bargaining agreement on November 22, 2016. The contract will take effect on January 1, 2015 and conclude on December 31, 2017.

The Health Care Unit 2201 conducted a ratification vote and informed Bartlett Regional Hospital on January 17, 2017 that the tentative agreement was ratified by the membership.

The tentative agreement contains substantive changes related to the pay schedule, including the transfer to a new pay schedule with the implementation of a new position classification system. In addition, there were some operational changes which do not have a monetary impact. I have attached a summary sheet of changes for your review.

Economic Changes:

All economic terms will be effective no earlier November 29, 2015.

Wages and Pay:

FY16: The parties agreed to implement the new pay schedule (Appendix A) retroactively on November 29, 2015 in accordance with the conversion table in Appendix B. The new pay schedule was based off of a market based salary survey. The impact of converting to the new pay schedule is different for each employee; however, no employee will realize a decrease in wages with the conversion to the new pay schedule. The parties agreed that any employee who does not realize at least a 1% increase in pay in the conversion to a new pay schedule will receive a lump sum payment equivalent to 1% of base wages earned from November 29, 2015 to July 2, 2016. Finally, if an employee received a wage increase after November 29, 2015 that

City Assembly

Page 2

Request for Ratification of BRH/ILWU Tentative Agreement

resulted in their pay rate being above that step's corresponding review hours, the employee will have their rate of pay frozen until their review hours result in a step increase that meets or surpasses their frozen rate of pay.

FY17: There are no changes to wages and pay in FY 2017.

FY18: The parties bargained a 1% increase to the pay schedule that is effective the first pay day in July 2017.

Health Insurance

There are no substantive changes to the Health Insurance provisions. Employees will contribute toward their chosen health insurance tier at the same rate as employees of the City and Borough of Juneau. The employer contribution rate in FY 2016 and FY 2017 remained at \$1386 per employee per month. Although the FY 2018 employer contribution rate is unknown at this time, it is not expected to change significantly.

Summary of Economic Terms:

	Estimated Additional Costs Bargaining and Non-Represented (including 30% benefits)	Reserved/Budgeted Amount
FY 2016	\$600,000 (7 months with 1% floor)	\$700,000
FY 2017	\$1,000,000	\$1,200,000
FY 2018	\$1,462,000	Will consider a \$1,500,000 increment in budget

Operational Changes:

There were operational changes that involved clarifying language and adding or subtracting terms of the Collective Bargaining Agreement. These changes are summarized in the attached table.

Conclusion:

Overall contract negotiations were constructive. Table talks were complicated by a conceptual agreement that was conditioned on action by the U.S. Congress. After a significant period of time waiting for Congress to act, the parties eventually came to a tentative agreement (with the assistance of a Mediator) that was not conditioned on action by Congress. HR Director Dallas Hargrave, Chief Clinical Officer Billy Gardner, OB Director Karen White, ED/CCU Nursing Admin & Physical Rehab Services Director Rose Lawhorne, Medical Surgical and Infusion Therapy Director Liz Bishop, PAS Director Sheila Bradford, and HR Manager Kelly Mercer participated on the bargaining team on behalf of Bartlett Regional Hospital.

Request for Action:

The overall financial package was approved unanimously by the BRH Board of Directors on December 27. We respectfully request that the Assembly approve the terms of this contract.

BRH Proposal
November 22, 2016

3:51

TA 4:03
11/22/16
DNL / BMY

1. The attached proposed CBA represents all of the previous tentative agreements. If there is a difference between the attached CBA and the previously signed tentative agreement, the previously signed tentative agreement will be controlling (with the exceptions noted on this cover sheet).
2. The terms of the CBA that are not otherwise noted as being implemented retroactively will be implemented upon ratification of the agreement by both parties.
3. The wage agreement set forth in Appendix A and the implementation of the class and compensation study, as articulated in the conversion table in Appendix B, shall be implemented retroactively on November 29, 2015 for those members who were employed on July 1, 2016. Members who were not employed on July 1, 2016 will not receive a retroactive salary adjustment. If an employee received a wage increase after 11/29/15 and before ratification of this tentative agreement that resulted in their pay rate being above that step's corresponding review hours, the employee shall have their rate of pay frozen until their review hours result in a step increase that meets or surpasses their frozen rate of pay.
4. If a member receives less than a 1% increase with the implementation of the class and compensation study, they will be paid a lump sum payment equivalent to 1% in base wages (including overtime and paid leave) for the period of November 29, 2015 to July 2, 2016 for those members who were employed on July 1, 2016. Members who were not employed on July 1, 2016 will not receive a lump sum payment equivalent to 1% in wages. The payment will be made the pay period following the implementation of the class and compensation study.
5. Effective the first pay day in July 2017 (Pay Period June 18, 2017 to July 1, 2017), a 1% increase will be applied to Step 4 of the wage scales. Prior to publishing the CBA, the employer will provide the union a draft of the wage scales for fiscal year 2018 to include the 1% increase for review and feedback on accuracy.
6. Prior to publishing the CBA, the employer will provide the union a draft of DBM allocations for each bargaining unit job classification for review and feedback on accuracy to be incorporated as Appendix C.
7. The only other exception to the previously signed tentative agreement is in Article 11.08.
8. If, in finalizing the class and compensation study, BRH determines that in order to maintain the concept of "like pay for like work", the implementation of the previously agreed upon Appendix A and implementation agreement should be changed, the parties agree to reopen negotiations to address this sole issue within 90 days of the tentative agreement.

9. The parties recognize that there may be minor adjustments in the allocation of individual staff members immediately following the implementation of the class and comp study. BRH Management will do its best to identify those discrepancies prior to the actual date of implementation. However, should the need arise to make adjustments based on increased understanding of the work being performed at time of implementation, there shall be a 90 day grace period post implementation to assure proper placement on the new pay scales. Should classification issues arise thereafter, they will be treated in accordance with the provisions in Article 11.08.

EMPLOYMENT AGREEMENT

By and Between

BARTLETT REGIONAL HOSPITAL

and

HEALTHCARE UNIT 2201

This Agreement is made and entered into by and between Bartlett Regional Hospital, herein after referred to as the "Employer", and the Healthcare Unit 2201, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the Parties with respect to wages, hours of work, and conditions of employment.

ARTICLE 1 - RECOGNITION

1.01 Bargaining Representative. The Employer recognizes the Union as the sole and exclusive bargaining representative for its full time, part-time, *PRN* and casual employees employed by the Employer in its administrative services, nursing services, dietary services, environmental services, behavioral health services and professional services departments; excluding supervisory administrative/management positions, confidential positions and all other employees

ARTICLE 2 - UNION SECURITY

2.01 Union Membership. It shall be a condition of employment that all full time, *and* part-time, *and PRN* employees, as defined herein, become and remain members in good standing with the Union, or pay an agency fee to the Union not to exceed the amounts required for initiation and monthly dues. *The Union owes the same responsibility of representation to all covered bargaining unit members without respect to membership in the Union. The necessity of the dues or agency fee is to reimburse the union for the expense of representing all members of the bargaining unit.* It shall become effective by the thirty-first (31st) day following their first day of employment or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later as a condition of continued employment.

2.011 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union. *Such funds will be donated* to a charitable fund *of the union's choosing* exempt from taxation under Section 501 © 3 of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

2.012 PRN Dues. PRN employees shall be required to pay dues/agency fee for each pay period in which they work thirty-six (36) hours or more.

2.02 Failure to Comply. The dismissal of any employee for failure to comply with the provisions of Article 2 and/or Article 3.06 shall be on written notice from the Union to the Employer and the employee setting forth the reason for his or her delinquent status and allowing five (5) consecutive work days or seven (7) calendar days, whichever is

shorter, from receipt of such notice to bring his or her membership status into good standing.

2.03 Hold Harmless. The Union agrees to hold the Employer harmless from any liability whatsoever which might ensue as a result of actions to enforce this Article.

ARTICLE 3 - CHECK-OFF OF UNION DUES AND INITIATION UNION LEAVE HOURS

3.01 Payroll Deductions. Upon receipt by the Employer of a ~~checkoff~~ *check off* authorization form dated and executed by the employee, the Employer shall each pay period deduct from the employee's wages the amount of the Union membership dues or agency fee owed for that pay period pursuant to the provisions of Article 2. Monthly, the Employer shall forward a copy of signed check-off authorization forms to the Union.

3.011 Cancellation of Deductions. Payroll deduction authorizations for dues or agency fees may be canceled by the bargaining unit member upon thirty (30) days written notice to the Employer and the Union. The cancellation of pay deduction does not relieve that employee from the requirement of Article 2.01.

3.02 Transmittal. The total amount of such deductions shall be transmitted at least once each month by the Employer to the Local Union by check drawn to the order of the Local Union. In conjunction with transmitting deductions to the Union, the Employer agrees to provide a complete list of employees upon whose behalf deductions were made and the amount deducted for each and every bargaining unit employee regardless of whether or not deductions were made for that employee.

3.03 Method of Deductions. In the event an employee does not have the total amount of any deduction, or more, dues on any payroll from which the deduction is to be made, the deduction shall be taken out of the next succeeding payroll in which the employee has the total amount, or more, due. Authorized deductions for government taxes, garnishments, and deductions required by law shall have priority over deductions covered by the Article.

3.04 Hold Harmless. Upon the issuance of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted, providing the deduction was made in accordance with the Union dues requirement which the Union shall furnish to the Employer. The Union hereby undertakes to indemnify and hold harmless the Employer from any claim which may be made upon it for or on account of such deduction from the wages of any employee.

3.05 Bargaining Unit Roster. Monthly, the Employer will provide the Union with the names, addresses, status, rate of pay and classification of all employees within the bargaining unit. The ~~Employer will provide the~~ Union *legible copies will be sent an electronic copy* of the personnel action forms for members of the bargaining unit at time

of processing of personnel changes, excising therefrom the employee's social security number, date of birth and any other privileged information. ~~Monthly~~ *Quarterly*, the Employer will provide a list of new hires, terminations and employees entering the bargaining unit, *as well as a report showing individual employee benefit and review hours used to determine advancement on the personal leave accrual and wage scale.*

3.051 *Employee Benefit and Review Hours Report.* Once a month, the Employer will email to each individual a report showing that employee's hours used to determine advancement on the personal leave accrual steps and wage scale. *Should an employee self-service function become available that allows employees to have access to this information on an as needed basis, the obligation of management to report out on a monthly basis will not be required.*

3.06 Union Leave Bank. There is hereby created a Union Leave Bank which shall be administered by the Employer with a monthly report of the balance and withdrawals provided to the Union. The Bank shall be established by an automatic transfer of 8 hours of Personal Leave from each new bargaining unit member who authorizes such deduction in writing. As a condition of good standing with the Union, such bargaining unit members shall donate 8 hours of Personal Leave when the bargaining unit member's balance is 8 hours or more and such leave shall be transferred to the Bank.

Any bargaining unit member at his/her option may transfer Personal Leave in increments of four (4) hours only to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit on the number of increments, provided such leave transfers shall not conflict with the leave usage requirement of Article 17.06. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

A Union approved assessment may transfer Personal Leave in increments of whole hours to the Bank. Such assessment is limited to once per calendar year.

3.061 *Union Personal Leave Assessments.* Personal Leave assessments from new bargaining unit members and donated Personal Leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars shall be placed in the Union Leave Bank. When Union Leave is used in accordance with the other provisions of this section, dollars will be withdrawn from the Union Leave Bank equal to the hourly rate of the bargaining unit member utilizing the leave times the hours of leave taken.

3.062 *Union Leave Usage.* Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearing as witnesses or representatives for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the President or Treasurer of the Union or such other person as designated by the Union to the Payroll department on forms mutually agreed by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All Personal

Leave transferred to the Bank is final and not recoverable for re-credit to an individual's Personal Leave account.

3.063 **Insufficient Union Leave.** The purposes listed in 3.062 may first be met through use of the Union Leave Bank. Should there be insufficient money available through the Union Leave Bank, the Employee may request Personal Leave or leave without pay for purposes listed in 3.062.

ARTICLE 4 - MANAGEMENT RESPONSIBILITIES

4.01 **Management Obligations.** The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies.

4.02 **Management Rights.** The Union further recognizes the right of the Employer to operate and manage the hospital and to direct the work force including but not limited to the right: to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods, equipment and procedures; to contract for facilities, equipment, supplies and services; to determine staffing requirements; to determine the kind and location of facilities; to determine that a state of emergency exists at the hospital and to declare such; to determine whether the whole or any part of the operation shall continue to operate; to select, recruit, examine, hire and train employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably rated established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

4.03 **Extension of Management Rights.** The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function, nor to act in any way to derogate or limit the rights reserved to management under City/Borough of Juneau Ordinance 44.10.130. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine, subject to other terms of this agreement.

ARTICLE 5 - COMPLIANCE WITH LAWS

5.01 **Nondiscrimination.** The Employer and the Union agree that conditions of

employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.02 Background Checks. The Hospital will comply with all State and Federal regulations.

ARTICLE 6 - HIRING AND SENIORITY

6.01 New Employee Orientation. The objectives of orientation shall be to familiarize all new employees within the bargaining unit with the objectives and philosophy of the hospital, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work. The Union will be provided a specific time slot during New Employee Orientation to orient the new employees in bargaining unit positions on the Union and its internal organization. The Union shall provide the new employee with a copy of the collective bargaining agreement, the applicable wage schedule, the Union's Dues Deduction Authorization Form and a packet of information regarding the Union. The Union will provide copies of these documents to the Employer.

6.02 Evaluation Probationary Period. All newly hired full time employees shall be required to pass through an ~~evaluation~~ **probationary** period of six (6) calendar months, and all newly hired part-time, **PRN**, casual, and other employees shall be required to pass through an ~~evaluation~~ **probationary** period of 1040 hours of work from their first day of employment. Following a successful completion of the employee's ~~evaluation~~ **probationary** period, the employee shall attain ~~regular~~ **permanent** status.

6.021 Termination of Employee during Evaluation Probationary Period. During the ~~evaluation~~ **probationary** period, an employee may be terminated without notice and without recourse to the grievance procedure. The employee during the ~~evaluation~~ **probationary** period shall not be required to give fourteen (14) day notice to terminate.

6.022 Evaluation of the Employee during the Evaluation Probationary Period. Each employee during the ~~evaluation~~ **probationary** period will receive periodic feedback from his or her supervisor regarding the employee's progress toward ~~regular~~ **gaining permanent employee** status.

6.023 Extension of Evaluation Probationary Period. In lieu of termination under 6.021, the Employer may, with prior agreement of the employee, extend the ~~evaluation~~ **probationary** period for a period or periods of not more than six (6) months and the Union shall be given notice of the extension.

6.024 Transfer During Evaluation Probationary Period. No Employee may transfer to a different position, department or unit during his/her ~~evaluation~~ **probationary** period

unless indicated by business considerations or patient care needs.

6.03 Employee Status Definitions. The following employee status definitions shall apply:

6.031 Full time Employee. A full time employee is one who is regularly scheduled thirty-six (36) or more hours during a seven (7) day period, or seventy-two (72) or more hours in a fourteen (14) day period.

6.0311 Full time Seasonal Employee. A full time seasonal employee is one who agrees to work 576 hours annually, and who requests in writing and is granted a leave of absence without pay for the remainder of the year. A full time seasonal employee will be eligible for participation in the Pension Program as defined in Article 27.01. Full time seasonal employees do not receive or accrue any other fringe benefits.

6.032 Part-Time Employee. A part-time employee is one who is regularly scheduled at least sixteen (16) hours but less than thirty-six (36) hours during a seven (7) day period or at least thirty-two (32) hours but less than seventy-two (72) hours during a fourteen (14) day period. (Part-time employees shall be designated by the percentage of full time they are scheduled to work).

6.0321 Secondary Position. If an employee in a part-time position applies and is selected for another part-time position within the Hospital, the employee will be paid at the appropriate rate of pay for each position according to their hours worked in each. Union representation and dues will apply only to bargaining unit positions.

6.033 Casual Employee. A casual employee is one who is scheduled to work on an intermittent basis, i.e. partial workdays, partial workweeks, weekends or full workweeks, as the need arises (typically less than sixteen (16) hours in a seven (7) day period or thirty-two (32) hours in a fourteen (14) day period). A casual employee has no commitment to fill any particular position(s). Likewise, the Hospital has no commitment to provide work for casual employees.

- a. Casual employees must *be scheduled or* accept work assignments from the Hospital at least once every ~~two (2)~~ *three (3)* months to maintain casual employee status.
- b. Class attendance or mandatory annual requirements shall not qualify as a work assignment for the purposes of this article.
- c. Unless the Hospital and the Union otherwise mutually agree, casual employees will not be scheduled to work a full time schedule for more than four (4) consecutive months or more than ~~1040~~ *780* hours annually.
- d. The Employer will notify the Union monthly of casual employees who have worked more than ~~1040~~ *780* hours in a ~~rolling~~ *calendar* year. In addition,

quarterly, the Employer will provide the Union *quarterly a report* of total casual hours worked in each department/unit.

- e. Casual employees do not receive or accrue fringe benefits. *Casual employees are not eligible for premium pays except for Article 11.013.*

6.034 Seasonal Casual Employee. A seasonal casual employee is one who agrees to work 288 hours over a four (4) month period, and who requests in writing and is granted a leave of absence without pay for the remainder of the year. Subsections (c), (d), and (e) of section 6.033 above apply to seasonal casual employees.

6.035 Temporary Employee. A temporary employee is one who is employed for a limited time, not to exceed one hundred twenty (120) days without mutual agreement with the Union. Management shall notify the Union of the extensions in writing.

***6.036 PRN Employee.** A PRN employee must be able to work a minimum of two (2) shifts per pay period and provide a minimum of four (4) dates per pay period of available shifts. If a PRN employee requests to work more than two (2) shifts per pay period they shall provide a minimum of six (6) dates per pay period of available shifts. Each PRN employee shall have a designated home unit. Scheduling must be coordinated with the home unit. Availability must be provided to the home unit Manager at least fourteen (14) days before posting of the schedule.*

- a. A PRN employee must be available to work one (1) major holiday per year. Major holidays include: Memorial Day, July 4, Thanksgiving, and Christmas.*
- b. A PRN employee must be available to work one (1) weekend shift and a minimum of one (1) night and/or evening shift, per four (4) week schedule unless the employee's home unit is closed on weekends and holidays, or other arrangements have been made with the home unit manager. The home unit manager may assign more than one evening/night shift per schedule for the PRN employee.*
- c. PRN employees may request unpaid time off up to six (6) weeks within a calendar year. Time off must be requested and approved by the home unit's manager in advance. Leave will not normally be approved from May 15th through September 15th.*
- d. Work hours are not guaranteed. At the discretion of the manager or house supervisor, PRN staff can be changed from regular shift to on-call status if census warrants.*
- e. PRN employees do not accrue or receive fringe benefits. PRN employees are not eligible for premium pay except for Articles 9.0411 and 11.014.*

- f. A PRN employee who subsequently changes to full-time or part-time status who works in a department that rotates shifts may be required to accept regular assignment to an evening or night shift for no more than six (6) months if they have not already passed through this process per Article 13.02.*
- g. The Employer will provide the union on a quarterly basis a total of all PRN hours worked by department/unit.*

6.04 Seniority Accrual. Bargaining unit employees shall accumulate seniority based on paid hours of work in a bargaining unit position, beginning the first day from his or her last date of hire. Seniority will be terminated upon cessation of the employment relationship, if the employee resigns, is discharged for cause, is laid off for a period of time longer than twelve (12) consecutive months, or is transferred or promoted out of the bargaining unit for a period of more than one (1) year. Employees who are transferred or promoted out of the bargaining unit shall retain but not accrue seniority for a period of one (1) year.

Longevity: Longevity shall be defined for the purposes of this employment contract as the accumulation of hours of service with the Employer.

6.041 Seniority/Temporary Employees. Seniority shall not apply to temporary employees unless the employee subsequently, during a period of continuous employment, becomes a casual, part-time, or full time employee, in which case the employee's seniority shall be retroactive to his or her first hour of continuous employment as a temporary employee.

6.042 Seniority Accrual/~~Evaluation~~ Probationary Period. No employee shall accrue seniority until he or she has successfully completed the ~~evaluation~~ probationary period, at which time the employee's seniority shall apply retroactive to the first hour of the ~~evaluation~~ probationary period.

ARTICLE 7 - UNINTERRUPTED PATIENT CARE

7.01 No Interruption of Patient Care. It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slow-down, or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown, or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

7.02 Emergency. In the event of an emergency, disaster or catastrophe, the terms of this Agreement shall be suspended to the extent necessary to meet as fully as possible under the circumstances the Hospital's obligation to serve the public.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition. A grievance shall be defined as any controversy or dispute involving the application and/or interpretation of the terms and conditions of this Agreement arising between the Union, or bargaining unit employee/s and the Employer.

8.02 Grievance Adjustment Policy. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. To that end, the parties will endeavor to have a full, frank discussion (acknowledging that some of the discussion may take place via email or other electronic media) prior to the filing of a formal grievance in hope that the parties will understand each other's positions and resolve the issue informally. The parties agree that arbitration should be the course of last resort, and then only when the Union in its sole discretion deems arbitration is warranted under the facts and circumstances of the case.

8.03 Time Limit. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 16.01 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee or the Union to file a grievance on a timely basis or to advance a grievance in accordance with the time limits set forth in this article will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth in this article shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee(s) or union.

8.04 Grievance Procedure. The Parties recognize that special circumstances may necessitate that a grievance as defined in Article 8.01 be initially filed at an advanced step. However, unless the Parties mutually agree, a grievance shall be submitted in writing and processed in accordance with the following grievance procedure:

Step 1. Employee and Department Manager.

If any employee has a grievance that is not resolved through discussion with the employee's department manager, the employee (with the employee's Union Representative, if desired) shall present the grievance in writing to the employee's Department Manager within twenty-one (21) calendar days from the date the employee and /or Union was or should have been aware that the grievance existed. Upon receipt thereof, the Department Manager shall attempt to immediately resolve the problem and shall respond in writing to the employee and the Union with the facts of the grievance along with the Employer's decision within fourteen (14) calendar days following receipt of the written grievance. If an employee (grievant) chooses or desires to not have union

representation with this grievance the Union shall be held harmless by the employee (grievant) from any and all employer actions related to the grievance. The Union shall be furnished written copies of all employer actions taken that are related to the grievance.

Step 2. Employee, Union Delegate, and Employer's Representative.

If the matter is not resolved satisfactorily at Step 1, the grievance shall be presented in writing *by the Union* to the Administrator within fourteen (14) calendar days of the Step 1 decision. The Administrator will designate a member of the Senior Leadership Team to act as the Employer's representative. A conference including the Union Delegate, the grievant, and the Employer's Step 2 representative shall be held within seven (7) calendar days of notification of the grievance's movement onto Step 2. By mutual agreement, the seven (7) calendar day period may be extended to accommodate the Parties. The Employer's Step 2 representative shall issue a written reply to *the grievant and* the Union within seven (7) calendar days following the grievance meeting.

Step 3. Administrator and Local Union Representative.

If the matter is not resolved at Step 2 to the *grievant's Union's* satisfaction, the grievance shall be referred in writing to the Administrator (or Acting Administrator) within fourteen (14) calendar days of the Step 2 decision. The Administrator (or Acting Administrator) shall meet with the Union Representative and the grievant, if grievant desires to be present, within seven (7) calendar days for the purpose of resolving the grievance. The Administrator (or Acting Administrator) shall issue a written response within seven (7) calendar days following the meeting.

Step 4. Arbitration.

- a. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2 and 3 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Administrator or Acting Administrator.
- b. If the Employer and the Union fail, after exercise of due diligence to agree on an arbitrator within fourteen (14) calendar days, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, and the arbitrator shall have no jurisdiction to decide the issue after that thirty (30) day period. The arbitrator's decision shall be final and binding on all parties.
- c. The arbitrator shall have no authority to add to, subtract from, or otherwise change or

modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages.

d. Each party shall bear one-half (½) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitrator hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

e. For the purposes of the process outlined in this article, neither party shall be required to provide the other party with any data, documents or information in its possession or under its control except as may be directly relevant to a pending grievance. If necessary, the arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

8.05 Union Grievance. The Union may initiate a grievance if the grievance is submitted in writing within twenty-one (21) calendar days from the date the Union was or should have been aware that the grievance existed. If an employee chooses to represent themselves and fails to notify the Union that a grievance has been filed, the Union is released from any responsibility.

ARTICLE 9 - HOURS OF WORK

9.01 Work Day and Work Period. The traditional work day shall consist of eight (8) hours, and the traditional work period shall consist of eighty (80) hours within a fourteen (14) day period. Innovative work schedules shall be defined as a work day other than eight (8) hours and shall have a work week based on forty (40) hours. Time shall be figured to the nearest one-quarter (1/4) hour.

9.02 Innovative Work Schedules. Innovative work schedules may be established in writing by the Employer ~~with the consent of the employee involved~~. The Union shall receive written notice of innovative schedules on the employee's personnel action form. The exclusive use of innovative shifts may be established on a department wide or unit wide basis for patient care needs.

- a. If new innovative shifts within a department are necessary, shifts will be offered to all employees of comparable skill, competency, ability & experience.*
- b. If multiple employees request the innovative shift, management will endeavor to share the shift equitably.*
- c. If there are no applicants for the innovative shift, assignment to the innovative shift may be rotated at a minimum of one pay period intervals.*

9.021 Change in Work Schedules. Where innovative work schedules are utilized, the Employer retains the right to return to ~~an eight (8) hour day schedule or the work schedule which was in effect immediately prior to the existing~~ *a work schedule of its designation. The employer agrees to provide at least fourteen (14) days notice prior to the posting of the next work to changing a work schedule is required, whenever possible unless otherwise mutually agreed. Nothing in this provision waives management's rights as articulated in Article 4.03.*

9.03 Rest Periods. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or three (3) paid rest periods of fifteen (15) minutes during each shift of twelve (12) hours or more. If a continuous operation is required in the job concerned, the Employer shall endeavor to provide a substitute during the rest period.

9.04 Work Schedule. Four-week work schedules, including on-call, shall be posted ten (10) days prior to the beginning of the scheduled work period. Full time and part-time employees shall be scheduled from one pay period to the next in accordance with their employment status, unless such status is altered pursuant to mutual agreement. The Employer will *endeavor to* schedule full time and part-time before scheduling *PRN and* casual employees. Employee requests for schedule adjustments must be presented at least fourteen (14) days before posting of the work schedule.

9.041 Adjustment in Posted Schedules. It is understood and agreed, that deviations in the number or timing of an employee's scheduled hours may occur from time to time resulting from business considerations or patient care needs. In that event, the Employer retains the right to adjust work schedules to maintain an effective and orderly operation. Scheduled hours of work may be changed after posting only by mutual agreement. Premium pay will apply to full time and part-time employees for schedule adjustments, excluding on-call, made with ~~less than~~ seven (7) *or less* days notice.

9.0411 Changes in Scheduled Shift. When a full time or part-time employee's scheduled shift is altered (unless requested by the employee) with ~~less than~~ seven (7) *or less* days notice, the following shall apply:

a. Work in Advance of Shift. When ~~an~~ *a full or part-time* employee is called to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

b. Split Shift. ~~An~~ *When a full or part-time* employee who is at work and is asked to go home and return to work later to cover a later shift *the employee* shall be paid at their straight time rate of pay (or the appropriate rate of pay, including shift differentials) for a minimum of four (4) hours. All hours worked upon return for the later shift will be paid

at one and one-half (1½) times the straight time rate of pay or overtime, whichever applies (plus appropriate differentials).

c. Delayed Shift. If ~~an~~ *a full or part-time* employee is requested to delay reporting to work, all hours worked outside of the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay or overtime, whichever applies (plus appropriate differentials).

d. *PRN Premium. For the purposes of a – c above, a PRN employee will receive a flat \$5.00 per hour in lieu of the premium pay amount.*

9.042 Flexible Workweek Waiver. Employees ~~in administrative departments~~ who have the flexibility to set their own work hours without impacting the Employer's operation (which includes not substituting overtime hours for what would otherwise be straight time work hours) may, with supervisory approval, initiate a flexible work schedule and waive the mandated use of daily PL and premium pay. This is to be used for planned activities, not unplanned activities such as illness or emergencies, and is not to result in pay other than straight time. This waiver will be indicated in the automated time card system on the days in which it is in effect. The employee must have at least forty (40) paid hours per week. ~~Employees covered by this section include: HIM, PFS, PAS, Admin Clerks I & II, BOPS, Office Reception, and Physicians Billing Clerks.~~

9.043 Work on Day Off. All full time and part-time employees ~~called in~~ *who work* on their scheduled day off or *who are called in* on their ~~non-unscheduled hours time~~ shall be paid at the rate of one and one half (1½) times the straight time rate of pay for the hours worked for a minimum of three (3) hours until such time as overtime rules apply. Shift trading between employees shall not apply.

9.05 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the scheduled day (eight (8) hour minimum), eighty (80) hour work period for traditional shifts, or forty (40) hour work week for innovative schedules. For purposes of computing overtime, the employee's regular hourly rate of pay shall include all differentials, premium pay, and on-call pay received during the work period. Time paid for but not worked (e.g. personal leave, educational leave, professional leave, bereavement leave), shall not count as hours worked for the purposes of computing overtime pay except that holiday hours paid as personal leave, but not worked, which fall on an employee's regularly scheduled work day shall count as hours worked toward overtime eligibility. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation.

Examples to clarify the term "pyramiding".

#1. An employee scheduled to work 0800-1630, worked 0600-1630:

Correct Pay:	8 hours REGULAR pay
	2 hours OVERTIME pay
Incorrect Pay:	2 hour PREMIUM pay (for 0600-0800)

6 hour REGULAR pay (0800-1430)
2 hour OVERTIME pay (> hours after 1430-1630)

- #2. An employee worked 0600-1430 (called in advance of scheduled shift start at 0800)
Correct Pay: 2 hour PREMIUM pay (for 0600-0800)
6 hour REGULAR pay (for 0800-1430)

The above examples assume that employee is not on a holiday, that "Rest between Shifts" premium pay does not apply (as per Article 9.10), and that the employee is working an "8/80" work schedule.

- #3. Examples regarding premium pay for Scheduled Third weekend:
Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend #2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.051 Overtime Approval. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion reasonable overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably starting with the least senior employee.

9.06 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released for any reason other than discipline shall receive a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate. An employee shall not be eligible for report pay if the Employer is unable to notify the employee of a change in the work schedule. Notification in advance shall mean reasonable attempts by the Employer to contact the employee in a timely manner by telephone, including unanswered calls, messages left with third parties or through an employee's answering service or machine.

9.07 Callback Pay. Callback pay shall be at a rate of one and one-half (1½) times the straight time rate of pay for a minimum of three (3) hours as follows:

- a. Any employee not receiving on-call pay who is called back to work after completion of the employee's work day; or
- b. Employees called in from on-call status except employees who are placed in on-call status for low census; or
- c. Full time employees scheduled to work hours outside their scheduled work day when the department/work area is closed. This does not apply to continuous work beyond employee's shift due to workload, nor to meetings or education.

Callback minimum: Callback minimum shall be defined for the purposes of this contract

as hours paid but not worked to meet the three (3) hour pay minimum.

9.071 Telephone Callback Pay. Employees responding via telephone/computer shall receive a minimum of 30 minutes at the rate of one and one-half (1½) times the straight time rate of pay.

9.072 Callback Window Method. If more than one callback occurs within a given three (3) hour callback window; total callback time cannot exceed three (3) hours unless the work time exceeds three (3) hours. Callback pay ceases at the beginning of the regularly scheduled shift.

9.0721 Pre-shift Callback Window Method. In the event of a callback that begins within the 3 hours Immediately before a regular shift begins; which is not part of an existing callback window, there will be a manual timecard entry to reduce the amount of on call pay and increase the amount of callback pay to equal the three hour minimum.

9.08 Meal Periods. All employees working a six (6) hour or longer shift shall receive one (1) unpaid meal period of one-half (½) hour at approximately the midpoint of the shift. Employees required to remain on duty for a total of sixteen (16) hours shall be granted one (1) additional unpaid meal period of one-half (½) hour. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

9.09 Weekends. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday night and Saturday night. Employees scheduled by their manager for one specified weekend shift will constitute as a fulfilled weekend requirement. The Employer will make a good faith effort to schedule all full time or part-time employees to two (2) weekends off out of every four (4) weekends. In the event a full time or part-time employee is scheduled to work more than two (2) out of every four (4) weekends, the employee shall be paid at the rate of one and one-half (1½) times the straight time rate of pay for all time worked on the weekend until scheduled a weekend off (no pyramiding). In the event a full time or part-time employee is required to work on an unscheduled weekend, all time worked on that unscheduled weekend shall be paid for at the rate of one and one-half (1½) times the straight time rate of pay. This section shall not apply to full time employees or to part-time employees who sign an agreement for more frequent weekend duty nor to *PRN*, casual, or temporary employees, nor shall it apply to on-call hours *nor does it apply to extra weekend shifts that are picked up by an employee after the schedule is posted.*

Example of *Scheduled Weekends* (no waiver signed):

PP = Premium Pay Weekend (Shaded box)

**Reset count from PP

Starting point:

1 st schedule	2 nd schedule	3 rd Schedule
Scheduled w/e #1	Off w/e #5 **	Scheduled w/e #9 (PP)
Scheduled w/e #2	Schedule w/e #6	Scheduled w/e #10 (PP)
Off w/e #3	Schedule w/e #7	Scheduled w/e #11 (PP)
Scheduled w/e #4 (PP)	Off w/e #8	Off w/e #12 **

4 th Schedule	5 th schedule	6 th Schedule
Off w/e #13	Off w/e #17 Picked up extra shift <7 days (PP because of +EX+)	Off w/e #21
Scheduled w/e #14	Scheduled w/e #18	Scheduled w/e #22
Off w/e #15	Off w/e #19 Work due to shift trade (Regular Pay)	Off w/e #23 Picked up shift > 7 day notice (Regular Pay or OT)
Scheduled w/e #16	Scheduled w/e #20	Scheduled w/e #24

Examples regarding premium pay for Scheduled Third weekend:

Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend #2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.10 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked on a shift beginning within this ten (10) hour period shall be at one and one-half (1 ½) times the straight time rate of pay. This Section shall not apply to employees receiving Callback Pay as defined in Article 9.07(b).

Addendum to Article 9.10: Examples

- 1) Day One: 10 hour/day employee is scheduled 0700-1730 but continues

- work until 2315.
- Day Two: If employee is scheduled 0700-1730, there is less than 10 hours rest between shifts so all hours worked on this shift will be paid premium pay.
- 2) Day One: Employee scheduled 0700-1930 but works until 2130.
- Day Two: If employee scheduled to work 0700-1930, will be paid 12 hours premium pay.

9.11 Travel Time Exclusion. Travel time to and from the hospital shall not be considered time worked for purposes of this contract.

ARTICLE 10 – (Reserved)

ARTICLE 11 – RATES OF PAY

11.01 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the hourly wage schedule attached hereto as Appendix A.

11.011 Effective Date. Wage increases and longevity *benefit* increments shall become effective at the beginning of the first full payroll period on or after a change of status or achievement of a *longevity wage step* increase. Upon forty-five (45) days notice the Employer may revise the length or commencement date of the payroll period for business considerations provided that no effective date shall be dated thereby.

11.012 Straight time Rate of Pay Definition. When used in this Agreement the term “straight time rate of pay” shall mean the hourly wage for each employee as set forth in the appropriate column of the wage rate attached hereto as Appendix A relating to the job classification then held by the individual employee or as established for the individual employee under paragraph 11.02 (Discretionary Pay) below.

11.013 Casual Employee Differential. In lieu of fringe benefits, casual employees shall be paid a two dollar (\$2.00) per hour differential in addition to the applicable hourly wage set forth in the attached schedule.

11.014 PRN Differential. In lieu of fringe benefits, PRN employees shall be paid an hourly differential in addition to their straight time rate of pay.

PRN-Nurse I 10% of current step.

PRN-Nurse II 20% of current step.

PRN-Nurse III 25% of current step.

Other PRN employees: 25% of current step.

11.02 Discretionary Payments. The wages set forth in the attached Wage Rates are minimums and the Employer may, at its sole discretion, pay employees above the minimum rates provided the Employer notifies the employees in writing, with a copy to the Union, of the rate applicable to employee and any conditions which may be attached. Any such discretionary payments may likewise be terminated by the Employer at its sole discretion after similar notification.

11.03 Weekend Differential. Weekend hours shall, in addition to the straight time, premium or overtime rate of pay, receive a weekend differential of \$4.00/hour for all employees.

11.031 Employee Weekend Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable weekend differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.04 ~~Step Placement on Hire.~~ Recognition for Previous Experience. ~~Employees may be given prior experience recognition not to exceed ten (10) years during their evaluation period~~ *The Employer, in its sole discretion, may place a new employee up to and including Step 4 of the salary schedule upon initial hire. After Upon* successful completion of ~~one's evaluation~~ *the probationary* period the employee may be ~~given recognition for previous experience in excess of ten (10) years if satisfactory to the Employer in its sole discretion,~~ *credited up to two (2) additional steps* at a rate of up to 2080 hours for each year of experience related to the employee's position at the Hospital. The amount of hours recognized under this paragraph shall be solely for purposes of placing the employee on the wage scale and shall not be accredited for any other purpose under this Agreement.

11.041 Rehire Previous Employee. *Those employees who have a history of employment at Bartlett Regional Hospital, who left in good standing with the organization, and who remain current in their field through subsequent employment, shall be placed at the step that most closely matches their former rate of pay. Once the probationary period has been successfully completed, the employee may request reconsideration of placement based on overall service credit in accordance with 11.04 above.*

11.05 New Positions. In the event new classifications within the bargaining unit are created during the term of the Agreement, the Employer will ~~establish the appropriate rate of pay which shall be inserted in Step 4 of the wage rates then effective and become payable with the beginning of the next full payroll period~~ *allocate the new classification to the appropriate Band, Grade, and Subgrade.* The Employer will notify the Union of any new or revised job classifications and provide corresponding position descriptions within 30 days of their creation or revision. ~~Any dispute the employee may have with the rate of pay established by the Employer may be referred by the employee to the grievance procedure of this Agreement.~~

11.051 Revised Classification. The Employer may, in like manner, revise the ~~rate of pay~~ *Band, Grade, and /or Subgrade* for any classification, ~~provided that no rate of pay shall be reduced below the rate set forth in this Agreement.~~ *Should an employee be impacted by such a change, the provisions of Article 11.08 shall apply.*

11.052 Posted Positions. In the event there is more than one applicant for a posted position and the employees' skill, competency, ability and experience are equal, then seniority shall prevail.

11.06 Automobile Allowance. When an employee is required to use his or her personal automobile on Hospital business, the employee shall be reimbursed for such usage at the maximum mileage rate allowable as a deductible expense by the Internal Revenue Service.

11.07 Shift Differential. Employees assigned to work a designated evening shift or a designated night shift shall be paid the applicable shift differential from the following schedule over the employees' regular hourly rate of pay. Employees shall be paid shift differential for the hours falling within the defined shift if four (4) or more hours are worked within the defined evening and night hours below. Once payment of shift differential has commenced, the employee will be paid the applicable shift differential until the conclusion of the shift

Evenings	\$2.00	Nights	\$3.75
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Shift hours, for the purpose of payment of shift differential only, are:

Evenings	1400 - 2200
Nights	2200 - 0600

Addendum to Article 11

Examples:

1. Scheduled 1600-2400: Work 1600-0800 -- receive 6 hours evening shift differential, 10 hours night shift differential plus 8 hours overtime
2. Scheduled Night 2400-0800:
 - (a) stay until 12 noon -- receive 12 hour night shift differential plus 4 hours overtime
 - (b) stay until 4 PM -- receive 14 hours night shift differential, 2 hours evening shift differential plus 8 hours overtime.
3. Scheduled Day 0800-1600 & stay until 2000 -- receive 6 hours evening shift differential plus 4 hours overtime.
4. Scheduled Eve 1600-2400 & stay until 0400 --receive 6 hours evening shift differential and 6 hours night shift differential plus 4 hours overtime.
5. Scheduled 1300-2330 & stay until 0630 -- receive 1 hour no differential, 8 hours evening shift differential and 8 hours night shift differential plus 7 hours

overtime.

6. Scheduled 1900-0130 – receive 3 hours evening shift differential, 3 hours night shift differential
7. Scheduled 0700-1930 & stay until 2330 -- receive 8 hours evening shift differential, 1.5 hours night shift differential and 4 hours overtime.
8. Scheduled 0700-1930 – receive 5.5 hours evening shift differential.
9. Scheduled 1900-0730 – receive 3 hours evening shift differential and 9 hours night shift differential.
10. Scheduled 1900-0730 & stay until 1130 – receive 3 hours evening shift differential, 13 hours night shift differential and 4 hours overtime.

11.071 Employee Shift Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable shift differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.08 Change In Classifications. The following provisions shall apply only to transfers movement from one distinct job classification series to another (i.e. from CNA to LPN or from Diet Aide to PAS Clerk-Representative) and movement within the same job classification series with different DBM Bands (i.e. RT in training B22 to RT C42). Transfers/promotions/demotions to a position within a job classification ladder series shall not alter the Employee's accrued longevity review hours for the purpose of placement on the wage scale (i.e. CN III to CN II, Admin Clerk I to Admin Clerk II or Pharmacy Tech II to Pharmacy Tech III).

a. Promotion. An Employee experiencing a change in classification to a higher grade DBM rating shall be placed at step one on the wage scale for the new position or at the step that provides the Employee an increase in wage. If the Employee had has advanced more than half way to his/her next longevity wage step increase in the former position, the Employee will be placed at step one of the wage scale for the new position or at one step above the step that provides the Employee an increase in wage. Once placed, the Employee's review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

b. Demotion or Transfer to a Lower Grade. An Employee experiencing a change in classification to a lower grade shall be placed on the wage scale for the new position at the step that provides the least decrease in wage. Once placed, the Employee's review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

11.09 Day, Month and Year. For purposes of the Agreement and the method of computing wages, longevity increments, seniority, benefits, and conditions of employment provided herein, a "day" shall be defined as eight (8) hours of work, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080

hours of work. All hours for which pay is received except on-call hours shall count as hours worked.

11.10 On-Call Status. Employees placed in on-call status off hospital premises shall be compensated at the rate of \$4.00 per hour. Employees placed in on-call status on a holiday shall be compensated at one and one half (1 ½) times the hourly on-call rate. On-call hours shall not be counted as hours worked for purposes of computing overtime, longevity increments, or fringe benefits. Employees on call should be available to perform on-site work within 30 minutes after being called to work. An employee's failure to respond to reasonable efforts by the Employer to contact him/her as described in section 9.06 shall be a subject of discipline.

11.11 Temporary Assignment. Temporary assignment to a higher paid position shall be compensated \$2.00 per hour above the employee's straight time rate of pay provided, however, there shall be no entitlement to temporary assignment pay when the person in higher paid position is on a scheduled day off work.

11.12 Approved Education Expenses. When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

11.13 Certification Pay. In recognition of excellence in their respective specialties, annually, on the first pay period in February, the Hospital shall, according to the following schedule, pay a bonus to any *current* employee who has worked 312 or more hours within the previous calendar year (excluding temporary employees), and who currently holds certification(s) based on the following minimum criteria described below as determined by the panel.

- Examination by the certifying body of a nationally recognized job related specialty organization.
- Certification expenses are borne by *individual employee*.
- Certification is not required by current job description *but is related to the employee's current job description or career ladder*.
- Certification as a result of basic education for the job does not qualify.
- Changes in certification pay eligibility will be affected by Federal & State law and regulatory agencies.
- The certification must *have a requirement to* be periodically renewed. *Expired certifications must be renewed prior to July of the year to receive certification pay for that year.*

A five member panel including two Union employees will be appointed to determine whether the certification(s) meets the above criteria. Each year new certifications and those which have changed status will be considered by the panel. In order to receive this bonus, the employee *shall must* provide to the *Hospital Human Resources Office* a copy of *each* certification prior to January 1st of the first year holding

such certification and then only after renewals. This annual certification shall be paid to the employee for the respective length of certification. *For new certifications, providing any supporting documentation from the above criteria would be appreciated. Failure to provide certificate(s) or requested backup materials by January 1st will disqualify the employee from receiving bonuses.*

First Certification	\$400.00
Second Certification	\$350.00
Third Certification	\$250.00

Employees who receive certification pay are required to work in the discipline for which they hold the certification(s) if requested to do so.

11.14 Premium Pay. Premium pay is any rate of pay other than overtime paid at a rate of one and one-half (1 ½) times the straight time rate of pay. If the total hours worked in the work day or period result in an overtime condition, the premium hours shall be considered and paid as overtime. All differentials, on-call pay and temporary assignment pay are excluded in computing premium pay.

11.15 Preceptor Pay. The Preceptor program is coordinated through Staff Development department. The program is outlined in the Employer's Precepting Policy. Preceptor pay, as defined in the policy, is \$2.00 per hour above the employee's straight time rate of pay.

11.16 Longevity Pay. Full time/Part time Employees with greater than 31,200 hours (longevity/*benefit* hours) will receive a longevity award on an annual basis at the following rates:

- 31,200 hours up to 41,600 hours - \$750;
- 41,601 hours up to 51,999 hours - \$1,000; and
- over 52,000 hours - \$1,500.

Longevity awards shall become effective at the beginning of the first full payroll period on or after the longevity achievement (as defined in article 11.011)

ARTICLE 12 - EMPLOYEE EVALUATIONS

12.01 Evaluation System. The Employer shall maintain a fair and equitable employee evaluation system.

ARTICLE 13 - FLOATING/SHIFT ROTATION

13.01 Floating. An employee's daily work assignment may be altered on a shift by shift basis by the Employer in order to meet patient care needs. Employees will be expected to perform all basic functions according to their licensure authority and/or their job description. In the event floating becomes necessary, it shall be subject to the following:

- a. No employee shall be required to float to an area in which he or she does not have the necessary skills, timely orientation, or ability to perform the duties assigned.
- b. Employees required to float within the hospital shall receive timely orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the task to which such employee is assigned.
- c. Floating duties shall be assigned as equitably as possible while taking into account patient care needs and the skill and competency of employees. Refusal to float may result in immediate discipline up to and including suspension or discharge.

13.02 Shift Rotation. The Employer may rotate shift assignments as it deems necessary in light of patient care, efficiency and business considerations. In the event of shift rotation, the following shall apply:

- a. Employees may request regular assignment to the night or evening shift. *If more than one employee requests assignment to the same night or evening shift, management shall endeavor to schedule the shift assignments in an equitable manner provided the employees have completed their orientation period and this shall not have a deleterious effect on the department as a whole in the judgment of the manager.*
- b. Provided the employee's skill, competency, ability and experience are considered equal by the Employer, the Employer will endeavor to assign night and evening positions to the least senior employee. A newly graduated RN will complete a preceptor period prior to being independently assigned to the evening or night shift.
- c. No employee shall be required to accept regular assignment to an evening or night shift for more than one (1) year after completion of initial hospital orientation. Thereafter, the position shall be filled by another assignment, if available, or covered by rotation and the employee rotated to other shifts.

13.021 Equitable Rotation. Where shift rotation is deemed necessary, such rotation will normally include only those employees with less than 15 years employment with the Employer, unless exclusion of more senior employees may have deleterious effects on the unit or department as a whole in the judgment of the Employer. The Employer will endeavor to assign rotation equitably starting with the least senior employee, subject to the needs of the Hospital and the skill, competency, ability, and experience of the employee.

ARTICLE 14 - JURY/WITNESS DUTY

14.01 Compensation. All Full-time and Part-time employees who are required to serve on jury duty or who are called to be a witness in any judicial proceeding on behalf of the

Employer, or as a consequence of employment at Bartlett Regional Hospital shall be compensated by the Employer. Paid jury duty hours are not considered hours worked for the purpose of overtime calculation.

14.011 Jury Duty Leave. Employees serving on jury duty on regularly scheduled work days shall surrender their jury duty pay to the Employer and will be paid their straight time rate of pay for the time the employee's presence is required by the court, or the length of the shift, whichever is less. Scheduled hours in excess of time in court may be taken as personal leave or leave without pay. Evening shift employees may be excused from work on the day of jury duty. Night shift employees may be excused from work either on the night preceding or the night immediately following jury duty.

14.012 Employer Witness Duty. All employees called to be a witness on behalf of the Employer shall be paid in accordance with terms of the contract for all hours spent in preparation for and in such legal proceedings. ~~Scheduled hours in excess of time in court shall be paid by the Employer as administrative leave at the straight time rate of pay. Evening shift employees may be excused from work on the day of witness duty. Night shift employees may be excused from work either on the night preceding or the night immediately following witness duty.~~

- a. Day shift employees may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.*
- b. Evening shift employees will be reassigned to the day shift on the day of witness duty. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.*
- c. Night shift employees may be excused from work on the night preceding the day of witness duty. On the day of witness duty, the employee will be reassigned to work day shift hours. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.*

Examples:

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Monday. The employee is reassigned to work during the day shift on Monday, and reports to work Tuesday at 1900 (7:00 pm). No additional shift adjustments are considered.

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday.

Employee is required to appear in court on Tuesday. The employee is given administrative leave for the Monday night shift, and is reassigned to work during the day shift on Tuesday. The employee reports to work at 1900 (7:00 pm) Wednesday.

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Wednesday. The employee works the night shift on Monday, is placed on administrative leave for the Tuesday night shift, and is reassigned to work during the day shift on Wednesday. No additional shift adjustments are considered.

14.013 Non Employer Witness. Employees subpoenaed for proceedings not related to employment at the Hospital will be given release time. Such release time will be taken as personal leave or leave without pay. Employees shall use all reasonable efforts to avoid time away from the Hospital.

14.02 Reporting For Work. An employee excused from jury/witness duty during regularly scheduled hours shall report to work forthwith. Employees shall not be required, because of such jury/witness duty, to work beyond their scheduled work day.

ARTICLE 15 - CONSCIENTIOUS OBJECTION

15.01 Notification and Utilization. Except in emergencies, no employee shall be required to perform or assist in the performance of any treatment or procedures that violate the employee's previously stated religious or ethical beliefs. An employee, upon being offered or assigned a specific job position in which participation in such treatment or procedures may occur, shall notify the Employer in writing of any limitations his or her religious or ethical beliefs may place upon his or her ability to perform the duties associated with the job position. The Employer shall review the limitations as stated by the employee and may, if the Employer deems it necessary for business and patient care considerations, assign the position to another employee. The utilization of this Article by an employee shall in no way affect the employee's performance rating or, except as necessary to accommodate the employee's previously stated beliefs, promotional opportunities.

ARTICLE 16- HOLIDAYS

16.01 Recognized Holidays. The following calendar days shall be recognized as holidays:

New Year's Day	1st of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September

Alaska Day	18th of October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	25 th of December

16.011 Hours of Recognition. The hours recognized for observance of the above designated holidays shall be on the calendar day, except for the following:

a. For employees scheduled to work 8 hour shifts, the observance of Christmas Day shall begin with commencement of the designated evening shift on December 24th and continue through the end of the designated day shift on December 25th and for New Year's Day the observance shall begin with commencement of the designated evening shift on December 31st and continue through the end of the designated day shift on January 1st. However, if an employee is scheduled to work an 8 hour day shift on December 24th and an 8 hour evening shift on December 25th, they shall receive holiday pay for work on Christmas Day, December 25th.

b. For all employees scheduled to work 12 hour shifts, the observance of all holidays shall commence at the beginning of the designated night shift on the day prior to the holiday and continue until the end of the designated day shift on the holiday.

c. For all employees scheduled to work other innovative shifts, the observance of the Christmas and New Year's holidays shall commence at a designated time on December 24th and December 31st and shall continue for a 24 hour period ending on December 25th and January 1st respectively.

16.02 Posting of Dates. The dates and times at which holidays will be observed will be conspicuously posted by the Employer prior to each January.

16.03 Compensation. All employees who work on the above holidays shall be paid at the rate of one and one-half (1 ½) times the employee's straight time rate of pay for all hours worked on the holiday. All overtime hours worked on a holiday shall be paid at twice the employee's straight time rate of pay.

16.04 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. However, when required to be on duty, employees will work either Christmas Day or Thanksgiving. With approval of the appropriate department manager an employee required to work on Christmas or Thanksgiving may take both holidays off by arranging for another employee who is presently qualified to work both holidays if necessary.

16.05 Longevity Holiday Exemption. Upon the employee's written request, an employee with 15 or more years employment with the employer, will be exempt from having to work holidays unless the exemption results in insufficient staffing for a department or this practice has a deleterious effect on the department as a whole in the judgment of the

Employer. Approved personal leave would have staffing precedence. In cases of conflicting requests, Article 16.04 Rotation of Holiday Work, supersedes.

ARTICLE 17- PERSONAL LEAVE

17.01 Personal Leave. Full time and part-time employees shall accrue Personal Leave for purposes of vacation, holiday, and sick leave. Employees in casual, **PRN**, and temporary status do not accrue Personal Leave.

17.02 Rate of Accrual. The rate of accrual shall be based upon the total number of hours of work **or paid leave** the employee received compensation for (excluding on-call **and call back minimum** hours) in accordance with the following formula:

<u>Step</u>	<u>Length of Employment</u>	<u>Accrual Rate</u>
1	0 to 2079.99 hours	Multiply total hours times .1000
2	2080 to 4159.99 hours	Multiply total hours times .1385
3	4160 to 10,399.99 hours	Multiply total hours times .1500
4	10,400 to 20,799.99 hours	Multiply total hours times .1615
5	20,800 hours and up	Multiply total hours times .1846

17.03 Pay Rate. Personal leave pay shall be paid at the employee's straight time rate of pay at the time the leave is taken. All accrual rate changes shall be effective the first day of the pay period following completion of the employee's service requirement.

17.04 Scheduling. Except for medical reasons, employees shall present requests for personal leave using the automated time card system as far in advance as possible but not less than two (2) weeks before the work schedule is posted. Employees will be notified through the automated time card system within one (1) week after the request is submitted whether the personal leave is approved, and if denied a justifiable reason given. The Employer shall not unreasonably deny a request for personal leave taking into account the needs of the Hospital. Approved personal leave is contingent upon the employee having sufficient accrued PL when the leave is taken so that the employee does not go into leave without pay status. Previously denied requests may be resubmitted as circumstances warrant.

17.041 Conflicting Requests. In the case of conflicting requests by employees for personal leave or limitations imposed by the Employer on personal leave requests, all personal leave requests will be considered on the basis of the date the request was submitted. Personal leave requested during the Christmas or Thanksgiving holiday periods shall be assigned on a rotational basis pursuant to Section 16.04.

17.042 Advance Notification. Employees requesting personal leave at least ninety (90) days in advance, but no further than 11 months in advance, will be notified through the automated time card system whether this request is approved as soon as practical, but no later than thirty (30) days after the request for personal leave was submitted. Approved personal leave requests shall not be affected by later request unless mutually agreeable. An employee may rescind a PL request up to 30 days after the approval. Thereafter, rescission of such requested time off may be accomplished only if the Employer consents.

17.05 Use for Illness or Injury. Any accrued and unused personal leave may be used by an employee who is ill or has been injured, or to care for a member of the employee's immediate family consisting of the employee's grandparents, parents, spouse, domestic partner, sibling, child, grandchild, father-in-law, or mother-in-law, and such others as may be agreed upon between the employee and the Hospital.

17.051 Notification of Illness or Injury. Whenever possible, employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with the supervisor. Failure to comply with the above specified notification requirements may result in loss of paid personal leave for that day.

17.052 Proof of Illness or Injury. Prior to payment for medically related personal leave, reasonable proof of illness or injury may be required. Proven abuse of medically related personal leave may be grounds for discharge.

17.06 Usage Requirements. Personal leave accrued but not used shall accumulate from month to month until separation providing each full time employee uses at least 120 hours of personal leave each calendar year and each part-time employee uses at least the same number of hours per year as their part-time status bears to 120 hours (i.e., a .6 part-time employee shall use 72 hours). This provision will take effect on January 1 of the year immediately following the Employee's date of hire or change of status from casual to fulltime or part-time. If an employee does not take a total of 120 hours of personal leave (or the proportionate amount for part-time employees) in a calendar year, the difference shall be canceled without pay unless the employee's supervisor certifies in writing that there was no opportunity to take the mandatory leave, in which case it will remain in the employee's accumulating balance subject to the accrual limit in Section 17.08.

17.07 Conversion to Cash. Following completion of an employee's ~~evaluation~~ *probationary* period, a full time employee or a part-time employee may request a cash payment, in whole or part, for accrued hours of personal leave. However, the exercise of this option does not eliminate the mandatory use of personal leave as provided for in Section 17.06 above. In no case shall conversion to cash reduce the employee's leave balance to less than 80 hours. Requests for conversion must be received by the Payroll

Department prior to the end of the pay period and will be paid on the following payday.

17.08 Limits of Accrual. No employee shall be allowed to carry-over more than 750 hours of personal leave to the next calendar year. Accrued, yet unused personal leave in excess of this limit shall be paid out to the Employee at his/her present base rate of pay on the first pay period in January of each year. This provision does not eliminate the mandatory use of personal leave as provided for in section 17.06 of this agreement.

17.09 Use of Personal Leave for Holidays. All employees are required to use a day of personal leave time for each designated holiday unless required to work on the holiday or it is a scheduled day off for the employee. Personal leave accrual rates were established in consideration of this requirement. An employee using paid leave on a holiday who is called into work shall not be required to use paid leave for any hours actually worked.

17.091 Employee Holiday Pay Waiver. Employees not normally scheduled to work holidays may waive their right to holiday pay and, with prior supervisory approval, work the holiday at their straight time rate of pay. A written waiver will be required for each holiday and will be available to the Union.

17.10 Payment Upon Termination. Following completion of an employee's **evaluation probationary** period, an employee shall be paid upon termination of employment for all personal leave accrued but not used; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days prior written notice or to those employees who are discharged for gross misconduct or serious employment infractions.

17.11 Days and Hours. For the purpose of this Article days and hours shall be interchangeable and each day shall consist of eight (8) hours.

ARTICLE 18 – OTHER PAID LEAVE

18.01 Educational Leave/Benefit. **Full and Part time employees** **Employees** shall be allowed up to twenty-four (24) hours of paid educational leave per year, or in lieu of such leave, up to twenty-four (24) hours per year of pay for approved educational program participation outside of work hours. Such leave or program participation shall be subject to budgetary considerations and scheduling requirements of the Employer. The use of this educational leave/benefit is strictly limited to attendance (which includes time spent getting to and from the program) at schools or other entities (e.g. electronic, on-line media, or professional organizations) offering bona fide educational programs approved by the Employer.

18.02 Professional Leave. **Full and Part time employees** **Employees** may be allowed up to twenty-four (24) hours of paid professional leave per year, provided, however,

such leave shall be subject to budgetary considerations and scheduling requirements of the Employer. Professional leave shall be used only for events such as conferences, seminars, or trade shows sponsored by recognized professional organizations related to the employee's position. Employee must be a member of a recognized professional organization related to the employee's position.

18.03 Bereavement Leave. When a death occurs in a **Full or Part time** employee's immediate family (defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, son-in-law, daughter-in-law, mother-in-law or father-in-law, and such others as may be agreed upon between the employee and the Employer), he or she will be entitled to a leave of absence from scheduled work of up to 40 hours (pro-rated for part-time employees) with pay to participate in the memorial service and/or attend to the affairs of the deceased. If it is necessary for the employee to leave Juneau, the 40-hour period will be extended to ten (10) days; however, the amount of compensation available to the employee will remain 40 hours.

a. If an employee is on vacation and is utilizing personal leave, the employee may convert such vacation time (up to 40 hours, pro-rated for part-time employees) to bereavement leave provided the employee requests such conversion in writing to the Employer within five (5) calendar days upon return from vacation.

b. Pay for bereavement leave will be provided only in the event the employee was thus unable to perform work for which the employee had otherwise been scheduled with the exception of a) above.

18.04 Union Leave. The release of bargaining unit members for Union Leave shall be handled on the same basis as release from duty for Personal Leave. Such approval shall not be unreasonably withheld by the supervisor. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not be released.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible stating the reason for the leave and the amount of time requested. The Employer shall, as soon as possible after receipt of the leave of absence request (but in no event longer than thirty (30) days following receipt), provide the employee with a written reply either granting or denying the leave. The Employer, taking into account staffing, financial and patient care considerations shall not unreasonably deny an employee's leave of absence request.

19.011 Compensation/Accrual While On Leave. Unless otherwise specified in writing at the time the leave is granted all leaves of absence shall be unpaid. All unpaid leaves of

absence shall be provided without loss of seniority or accrued benefits. Accrued, yet unused personal leave shall be paid out to the employee when the leave of absence begins.

19.02 Personal Leave of Absence. Following completion of the employee's **evaluation** **probationary** period, a personal leave of absence without pay may be granted for a period of up to one (1) year for educational, sabbatical, medical or personal reasons.

19.03 Union Leave of Absence. Following completion of an employee's **evaluation** **probationary** period, a personal leave of absence without pay may be granted for a period of two (2) years to an employee who has been elected or appointed to a Union position. The Employer shall not unreasonably deny the request.

19.04 Unpaid Union Leave for Negotiations. Union members of the contract negotiation team may be allowed to take unpaid union leave for contract negotiation meetings only.

19.05 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned personal leave time.

19.06 Return From Leave. An employee who returns from an approved leave of absence in a timely fashion in accordance with a Leave of Absence Agreement shall be provided his or her previous position if it is open. In the event the previous position is not open, the employee will be offered the next available position compatible with the employee's job description for which the employee is qualified, in the opinion of the Employer. If another position compatible with the employee's job description for which the employee is qualified is not available, the employee will be placed on layoff status. Failure of an employee to accept a position as described above when offered shall relieve the Employer of any further obligation hereunder and shall constitute voluntary termination on the part of the employee.

ARTICLE 20 – FAMILY MEDICAL LEAVE/ALASKA FAMILY LEAVE

20.01 The Employer agrees to adhere to the provisions of the Family Medical Leave Act (FMLA) of 1993 and the Alaska Family Leave Act (AFLA) for all eligible employees in the bargaining unit.

ARTICLE 21 - HEALTH EXAMINATIONS

21.01 Requirements. At the time of employment, all employees will, as a condition of continued employment, complete a physical screening form and submit to a tuberculin, rubeola, hepatitis B and varicella screening. Annually thereafter, all employees, as a condition of continued employment, will submit to a tuberculin screening. From time to

time, the Employer or the State of Alaska may require other related tests.

21.02 Influenza Vaccinations: Employees who have not received an influenza vaccination prior to the start of the influenza season shall wear facemasks during the influenza season. The Employer will endeavor to provide an influenza vaccination to employees by September 15th of any given year. Such vaccination shall be provided at no cost to the employee. The employer shall designate what constitutes influenza season based on CDC reports and clinical evidence.

ARTICLE 22 - CONFIDENTIAL INFORMATION

22.01 Confidential Information. Any indiscriminate or unauthorized review, use or disclosure of information, medical, personal, contractual or otherwise, regarding the Hospital, any patient or employee is expressly prohibited. Except when required in the regular course of business, the discussion, use, transmission or narration, in any form, of any such information which is obtained in the regular course of business is prohibited. Violation of this paragraph shall be grounds for immediate discipline including immediate termination.

ARTICLE 23 - UNION ACCESS/BULLETIN BOARD

23.01 Access. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounge used primarily by non-bargaining unit employees, nursing units, or other patient care areas unless advance approval has been obtained from the Administrator. Access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

- a. Subject to the provisions of Article 18.04, an authorized Union representative may be granted Union Leave for up to one shift per week to conduct Union business.
- b. Such leave time taken shall be compensated from the Union Leave Bank.

23.02 Authorized Representative. The Union shall notify the Employer of the name of its Representatives who are authorized to speak on behalf of the Union. The Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer where circumstances warrant, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

23.03 Bulletin Board/ Electronic Notification.

- a. The Employer shall furnish four bulletin boards in the main hospital building plus one bulletin board per building where bargaining unit employees work outside of the main building on the main Hospital campus, to be placed in mutually agreed prominent places for use of the local unit. All other boards shall be for the exclusive use of the Employer. Material posted may include meeting notices, Union newsletters and communications, training and education, information and general matters all related to professional matter, patient care and health care. All material posted on the bulletin board must, prior to posting, be approved by the Employer and signed by a designated local unit representative.
- b. The Union may use the Employer's e-mail system to communicate with bargaining unit members. Usage of the system may be curtailed should it adversely impact the Employer's ability to conduct its day-to-day business. The Union acknowledges and agrees to abide by the Employer's "Network Computing Policy".

ARTICLE 24 - DISCIPLINE/EMPLOYEE RESPONSIBILITIES

24.01 Right of Discipline. It is recognized that the Employer has the right to discipline an employee for just cause; provided however, that the employee and/or the Union shall have the right to appeal any such action in accordance with provisions of the grievance procedure contained herein.

24.02 Reasonable Rules. The employees shall observe the Employer's reasonable rules. The Union will be given a copy of the Employer rules. Employees who violate safety rules and other reasonable written rules established by the Employer may be subject to disciplinary action including immediate discharge.

24.03 Access to Representative. An employee may upon request have a Union representative present at any meeting with the Employer when the employee reasonably believes such meeting may result in disciplinary action.

24.04 Method of Discipline. The Employer shall not discipline any employee without just cause. Any employee discharged, suspended, or demoted for disciplinary reasons will be furnished in writing the reasons for such action and, in the event of discharge, shall be paid in full within ~~forty-eight (48)~~ *seventy-two (72)* hours from the date of such discharge excluding weekends and holidays. In the event an employee is suspended without pay or discharged, the Employer will, within five (5) working days, forward to the local Union office a notice of such action by certified mail.

24.05 Personnel Records. Personnel records will be maintained for each employee. Information contained in the personnel record will include but not be limited to: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees (who may be accompanied by a Union representative) may inspect their personnel records. By

appointment and with a signed letter from the employee, a union representative may inspect an employee's personnel record. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action form for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work) reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the employee.

24.06 Use of Alcohol or Other Drugs. An employee reporting for duty under the influence of alcohol, drugs or intoxicants, or consuming alcohol, drugs, or other intoxicants while on duty, will be subject to disciplinary action which may include immediate termination. ~~The parties acknowledge that the Hospital and employees may be required to comply with the Drug Free Workplace Act. If the Act applies, the parties agree to comply with its provisions. As the need arises, the parties agree to follow the Hospital's "Procedure for Dealing with an Impaired Employee." This Section shall not apply to the use of prescribed drugs providing such use does not adversely affect the employee's job performance.~~

24.061 Drug Free Workplace Act. The parties acknowledge that the Hospital and employees may be required to comply with the Drug Free Workplace Act. If the Act applies, the parties agree to comply with its provisions. As the need arises, the parties agree to follow the Hospital's "Procedure for Dealing with an Impaired Employee." This Section shall not apply to the use of prescribed drugs providing such use does not adversely affect the employee's job performance.

24.062 Education and Training. Supervisors and other responsible staff shall be given training to address and recognize the signs and symptoms of prohibited alcohol/drug use by employees and the appropriate steps for implementation of "Procedure for Dealing with an Impaired Employee" policy.

24.07 Courtesy and Respect. The parties to this Agreement recognize the right of all hospital staff, patients, and public to be treated with courtesy and respect.

24.08 Employee Notification of Resignation. Employees shall be required to give at least fourteen (14) days written notice of resignation. Failure to give notice shall result in loss of accrued personal leave. The requirement for advance notification of resignation may be waived by the Employer for justifiable reasons beyond the employee's control.

24.09 Employee Notification Responsibility. Employees shall provide the Employer with a current telephone number at the employee's residence or an equivalent method of communication for notification by the Employer if necessary under this Agreement.

ARTICLE 25 - PATIENT TRANSPORTS

25.01 Compensation. An employee who is selected to act as an escort for a patient who is being transported to another facility shall receive eight (8) hours of paid time per trip unless weather conditions render it impossible for the employee to return to Juneau in a timely fashion, in which case the employee shall receive an additional paid eight (8) hours until he or she is able to return to Juneau.

25.02 Actual Expenses. In accordance with the Employer's travel policy, the escort shall be reimbursed for actual expenses incurred.

ARTICLE 26 - HEALTH AND WELFARE

26.01 Tiered Health Care Coverage. The Employer shall provide a tiered benefits program for the provision of health insurance. Employees may choose to opt out of this program, provided they submit annual documentation that verifies coverage under another insurance plan that is at least equal to the Employee Only Economy tier.

a. Employees will pay /contribute toward their chosen health insurance benefit at the same amount as the employees of the City and Borough of Juneau.

b. Eligible part-time employees shall be provided the option of participating in the Employee Only Economy tier of the group insurance plan at the same cost of full-time employees.

26.011 Benefit Levels.

a. The eligibility of the employee, their dependents and eligible domestic partners for coverage and the precise benefits to be provided shall be based on the tiered insurance benefit plan written and maintained by the City and Borough of Juneau.

b. The Employer shall provide written notice to employees of changes to the level of health insurance benefits at least sixty (60) days prior to the open enrollment period.

26.012 Termination of Benefits.

A. When an employee leaves employment, health insurance coverage ends at 12:01 AM on the day following the last day of pay status. *In the case of an employee's death the health insurance coverage ends the last day of the month.*

B. Employees on an approved Leave of Absence are not eligible for Employer provided health insurance.

26.013 Health Committee. The Parties will participate in the CBJ Health Committee.

26.02 Other Insurance. The Employer will provide Workers Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of

Alaska.

26.03 CBJ Health Yourself Rewards Program. The Employer will make available to benefitted employees participation in the CBJ Health Yourself Rewards Program under the same terms and conditions as applied to CBJ employees.

ARTICLE 27 - PENSIONS

27.01 Pension Program. The Employer shall continue to participate in the Public Employees Retirement System (PERS) or any other retirement system which the City and Borough of Juneau may subsequently participate in, on behalf of each and every eligible employee covered by this Agreement. Retirement benefits and eligibility requirements for participation shall be defined by that plan.

ARTICLE 28 - MISCELLANEOUS DEDUCTIONS

28.01 Credit Union Participation. Upon written authorization of an employee, the Employer shall make monthly deductions from the employee's gross income in an amount designated by the employee and deposit such deductions into the employee's account or accounts at one or more of the credit unions affiliated with the hospital.

ARTICLE 29 - SAVINGS CLAUSE

29.01 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws executive orders of the President of the United States or the Governor of the State of Alaska and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions.

29.02 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

ARTICLE 30 - CONCLUSION OF BARGAINING

30.01 Entire Agreement. This agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This agreement terminates all prior agreements, written and oral understandings between the

parties, for the duration of this Agreement.

ARTICLE 31- DURATION OF AGREEMENT

31.01 Expiration Date. This Agreement shall become effective ~~January 1, 2015 or upon ratification, whichever is later~~ and shall remain in full force and effect up to and including the ~~30th~~ day of ~~December 2017~~ 2014 (the "expiration date") unless changed by mutual consent. Should the Union or the Employer desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new agreement on or before the expiration date, this Agreement shall continue in effect past the expiration date, provided, however, either party gives not less than ten (10) days written notice of termination, and the Agreement will terminate at the end of the tenth day without further action on either party.

ARTICLE 32 - LABOR/MANAGEMENT COMMITTEE

32.01 Labor/Management Committee. The Parties will participate in a Labor Relations Committee, which will be composed of *a minimum* four members from Management and *a minimum* four members from the Union *but the numbers must be equal*. The Committee will schedule quarterly meetings at the beginning of every fiscal year in an effort to enhance communications, promote a positive work environment, discover, discuss and resolve issues or problems that are not typically covered by the Collective Bargaining Agreement.

~~32.011 Compensation Committee. BRH agrees to conduct a wage study of positions in the bargaining unit and to engage in a discussion about the collected data with the Healthcare Unit 2201 Labor Management Committee. BRH agrees to collect relevant data from a variety of sources and to present it to the Labor Management Committee on a timely basis. The parties agree that the goal of the wage study and subsequent review and discussion is to be prepared for contract negotiations for a successor agreement. In addition, the parties agree that nothing in this contract precludes nor requires management from making wage adjustments on the basis of this wage study during the term of this contract.~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 20__.

COLLECTIVE BARGAINING AGREEMENT:

BARTLETT REGIONAL HOSPITAL

HEALTHCARE UNIT 2201

/s/ _____
Chuck Bill, CEO, Bartlett Regional Hospital

/s/ _____
Debbie Manowski, Chief Spokesperson,
Healthcare Unit 2201, President

/s/ _____
Dallas Hargrave, Chief Spokesperson, HR
Director, Bartlett Regional Hospital

Billy Gardner, Chief Nursing Officer
Karen White, OB Director
Rose Lawhorne, ED/CCU, Nursing Admin &
Physical Rehab Services Director
Liz Bishop, Medical Surgical and Infusion
Therapy Director
Sheila Bradford, PAS Director
Kelly Mercer, HR Manager

Margie Fisher, Unit 2201 Secretary
Al Lodovici, Unit 2201, Steward (ret.)
Leanne Griffin, Unit 2201, Historian

Cheryl Buchhorn, Unit 2201

Mary Frances Fisher, Unit 2201
Lena Woods, Unit 2201
John Bush, Local 200, President (ret.)
Russ Bargmann, ILWU International
Research/Education Director

APPENDIX A

~~During the term of this Agreement~~Effective on November 29, 2015 and during the term of this Agreement, employees in the following listed positions shall be compensated at not less than the hourly rates listed in ~~Wage Scales A 2014~~ *the FY 16 wage scales on and after the effective dates thereof.*the attached wage scales.

- (1) Steps 1 through 4 are separated by 2080 review hours*
- (2) Steps 4 through 13 are separated by 6240 review hours*

~~2 % increase on Step 4 of the wage scale effective with the first payday in July 2014~~
Effective on November 29, 2015, the new classification structure shall be implemented and employees shall be placed on the schedule at the step closest to their current rate of pay without going under as per the wage/step implementation chart in Appendix B.

Employees whose pay rates are in excess of the final step of the pay schedule upon implementation of the new pay structure shall have their rate of pay frozen until such a time as general increases or market changes to the wage schedule surpass their frozen rate of pay.

Effective the first pay day in July 2017 (Pay Period June 18, 2017 to July 1, 2017), a 1% increase will be applied to Step 4 of the wage scales.

			Ancillary Schedule												
Steps:			1	2	3	4	5	6	7	8	9	10	11	12	13
				2080	4160	6240	12480	18720	24960	31200	37440	43680	49920	56160	62400
Structure	DBM	Grade	85%	90%	95%	100%	102%	104%	106%	108%	110%	112%	114%	116%	118%
200	A11	200-A11	\$12.95	\$13.72	\$14.48	\$15.24	\$15.54	\$15.85	\$16.15	\$16.46	\$16.76	\$17.07	\$17.37	\$17.68	\$17.98
200	A12	200-A12	\$13.99	\$14.81	\$15.64	\$16.46	\$16.79	\$17.12	\$17.45	\$17.78	\$18.11	\$18.44	\$18.76	\$19.09	\$19.42
200	A13	200-A13	\$15.11	\$16.00	\$16.89	\$17.78	\$18.14	\$18.49	\$18.85	\$19.20	\$19.56	\$19.91	\$20.27	\$20.62	\$20.98
200	A14	200-A14	\$16.32	\$17.28	\$18.24	\$19.20	\$19.58	\$19.97	\$20.35	\$20.74	\$21.12	\$21.50	\$21.89	\$22.27	\$22.66
200	B21	200-B21	\$17.38	\$18.41	\$19.43	\$20.45	\$20.86	\$21.27	\$21.68	\$22.09	\$22.50	\$22.90	\$23.31	\$23.72	\$24.13
200	B21P	200-B21P	\$19.98	\$21.16	\$22.33	\$23.51	\$23.98	\$24.45	\$24.92	\$25.39	\$25.86	\$26.33	\$26.80	\$27.27	\$27.74
200	B22	200-B22	\$18.97	\$20.09	\$21.20	\$22.32	\$22.77	\$23.21	\$23.66	\$24.11	\$24.55	\$25.00	\$25.44	\$25.89	\$26.34
200	B22P	200-B22P	\$21.82	\$23.10	\$24.39	\$25.67	\$26.18	\$26.70	\$27.21	\$27.72	\$28.24	\$28.75	\$29.26	\$29.78	\$30.29
200	B23	200-B23	\$22.47	\$23.79	\$25.11	\$26.43	\$26.96	\$27.49	\$28.02	\$28.54	\$29.07	\$29.60	\$30.13	\$30.66	\$31.19
200	B23P	200-B23P	\$25.83	\$27.35	\$28.87	\$30.39	\$31.00	\$31.61	\$32.21	\$32.82	\$33.43	\$34.04	\$34.64	\$35.25	\$35.86
200	B24	200-B24	\$26.83	\$28.41	\$29.99	\$31.57	\$32.20	\$32.83	\$33.46	\$34.10	\$34.73	\$35.36	\$35.99	\$36.62	\$37.25
200	B24P	200-B24P	\$30.86	\$32.67	\$34.49	\$36.30	\$37.03	\$37.75	\$38.48	\$39.20	\$39.93	\$40.66	\$41.38	\$42.11	\$42.83
200	B25	200-B25	\$32.07	\$33.96	\$35.84	\$37.73	\$38.48	\$39.24	\$39.99	\$40.75	\$41.50	\$42.26	\$43.01	\$43.77	\$44.52
200	B31	200-B31	\$26.83	\$28.41	\$29.99	\$31.57	\$32.20	\$32.83	\$33.46	\$34.10	\$34.73	\$35.36	\$35.99	\$36.62	\$37.25
200	B32	200-B32	\$32.07	\$33.96	\$35.84	\$37.73	\$38.48	\$39.24	\$39.99	\$40.75	\$41.50	\$42.26	\$43.01	\$43.77	\$44.52
200	C41	200-C41	\$36.44	\$38.58	\$40.73	\$42.87	\$43.73	\$44.58	\$45.44	\$46.30	\$47.16	\$48.01	\$48.87	\$49.73	\$50.59
200	C42	200-C42	\$39.93	\$42.28	\$44.63	\$46.98	\$47.92	\$48.86	\$49.80	\$50.74	\$51.68	\$52.62	\$53.56	\$54.50	\$55.44
200	C43	200-C43	\$43.42	\$45.97	\$48.53	\$51.08	\$52.10	\$53.12	\$54.14	\$55.17	\$56.19	\$57.21	\$58.23	\$59.25	\$60.27
200	C44	200-C44	\$47.79	\$50.60	\$53.41	\$56.22	\$57.34	\$58.47	\$59.59	\$60.72	\$61.84	\$62.97	\$64.09	\$65.22	\$66.34
200	C44P	200-C44P	\$54.96	\$58.19	\$61.43	\$64.66	\$65.95	\$67.25	\$68.54	\$69.83	\$71.13	\$72.42	\$73.71	\$75.01	\$76.30
200	C45	200-C45	\$53.03	\$56.15	\$59.27	\$62.39	\$63.64	\$64.89	\$66.13	\$67.38	\$68.63	\$69.88	\$71.12	\$72.37	\$73.62

			Diagnostic Imaging Salary Schedule												
Steps:			1	2	3	4	5	6	7	8	9	10	11	12	13
Structure	DBM	Grade	85%	90%	95%	100%	102%	104%	106%	108%	110%	112%	114%	116%	118%
300	B21	300-B21	\$25.85	\$27.37	\$28.89	\$30.41	\$31.02	\$31.63	\$32.23	\$32.84	\$33.45	\$34.06	\$34.67	\$35.28	\$35.88
300	B22	300-B22	\$27.52	\$29.14	\$30.76	\$32.38	\$33.03	\$33.68	\$34.32	\$34.97	\$35.62	\$36.27	\$36.91	\$37.56	\$38.21
300	B23	300-B23	\$29.20	\$30.92	\$32.63	\$34.35	\$35.04	\$35.72	\$36.41	\$37.10	\$37.79	\$38.47	\$39.16	\$39.85	\$40.53
300	B24	300-B24	\$30.02	\$31.79	\$33.55	\$35.32	\$36.03	\$36.73	\$37.44	\$38.15	\$38.85	\$39.56	\$40.26	\$40.97	\$41.68
300	B25	300-B25	\$32.56	\$34.47	\$36.39	\$38.30	\$39.07	\$39.83	\$40.60	\$41.36	\$42.13	\$42.90	\$43.66	\$44.43	\$45.19
300	B31	300-B31	\$29.89	\$31.65	\$33.41	\$35.17	\$35.87	\$36.58	\$37.28	\$37.98	\$38.69	\$39.39	\$40.09	\$40.80	\$41.50
300	B32	300-B32	\$32.56	\$34.47	\$36.39	\$38.30	\$39.07	\$39.83	\$40.60	\$41.36	\$42.13	\$42.90	\$43.66	\$44.43	\$45.19
300	C41	300-C41	\$34.65	\$36.69	\$38.73	\$40.77	\$41.59	\$42.40	\$43.22	\$44.03	\$44.85	\$45.66	\$46.48	\$47.29	\$48.11
300	C42	300-C42	\$36.75	\$38.92	\$41.08	\$43.24	\$44.10	\$44.97	\$45.83	\$46.70	\$47.56	\$48.43	\$49.29	\$50.16	\$51.02

300	C43	300-C43	\$38.45	\$40.72	\$42.98	\$45.24	\$46.14	\$47.05	\$47.95	\$48.86	\$49.76	\$50.67	\$51.57	\$52.48	\$53.38
300	C51	300-C51	\$40.09	\$42.45	\$44.81	\$47.17	\$48.11	\$49.06	\$50.00	\$50.94	\$51.89	\$52.83	\$53.77	\$54.72	\$55.66
300	C52	300-C52	\$41.79	\$44.25	\$46.71	\$49.17	\$50.15	\$51.14	\$52.12	\$53.10	\$54.09	\$55.07	\$56.05	\$57.04	\$58.02

General Salary Schedule

Structure	DBM	Steps: Grade	1 85%	2 90%	3 95%	4 100%	5 102%	6 104%	7 106%	8 108%	9 110%	10 112%	11 114%	12 116%	13 118%
400	A01	400-A01	\$12.75	\$13.50	\$14.25	\$15.00	\$15.30	\$15.60	\$15.90	\$16.20	\$16.50	\$16.80	\$17.10	\$17.40	\$17.70
400	A02	400-A02	\$13.39	\$14.18	\$14.96	\$15.75	\$16.07	\$16.38	\$16.70	\$17.01	\$17.33	\$17.64	\$17.96	\$18.27	\$18.59
400	A11	400-A11	\$15.66	\$16.58	\$17.50	\$18.42	\$18.79	\$19.16	\$19.53	\$19.89	\$20.26	\$20.63	\$21.00	\$21.37	\$21.74
400	A12	400-A12	\$17.30	\$18.32	\$19.33	\$20.35	\$20.76	\$21.16	\$21.57	\$21.98	\$22.39	\$22.79	\$23.20	\$23.61	\$24.01
400	A13	400-A13	\$18.93	\$20.04	\$21.16	\$22.27	\$22.72	\$23.16	\$23.61	\$24.05	\$24.50	\$24.94	\$25.39	\$25.83	\$26.28
400	A14	400-A14	\$19.88	\$21.05	\$22.22	\$23.39	\$23.86	\$24.33	\$24.79	\$25.26	\$25.73	\$26.20	\$26.66	\$27.13	\$27.60
400	B21	400-B21	\$20.88	\$22.10	\$23.33	\$24.56	\$25.05	\$25.54	\$26.03	\$26.52	\$27.02	\$27.51	\$28.00	\$28.49	\$28.98
400	B21P	400-B21P	\$24.01	\$25.42	\$26.83	\$28.24	\$28.81	\$29.37	\$29.94	\$30.50	\$31.07	\$31.63	\$32.20	\$32.76	\$33.33
400	B22	400-B22	\$22.21	\$23.52	\$24.82	\$26.13	\$26.65	\$27.18	\$27.70	\$28.22	\$28.74	\$29.27	\$29.79	\$30.31	\$30.83
400	B22P	400-B22P	\$25.54	\$27.04	\$28.55	\$30.05	\$30.65	\$31.25	\$31.85	\$32.45	\$33.05	\$33.66	\$34.26	\$34.86	\$35.46
400	B23	400-B23	\$23.85	\$25.25	\$26.66	\$28.06	\$28.62	\$29.18	\$29.74	\$30.30	\$30.87	\$31.43	\$31.99	\$32.55	\$33.11
400	B23P	400-B23P	\$27.43	\$29.04	\$30.66	\$32.27	\$32.91	\$33.56	\$34.21	\$34.85	\$35.50	\$36.14	\$36.79	\$37.43	\$38.08
400	B24	400-B24	\$25.90	\$27.42	\$28.95	\$30.47	\$31.08	\$31.69	\$32.30	\$32.91	\$33.52	\$34.13	\$34.74	\$35.35	\$35.95
400	B24P	400-B24P	\$29.78	\$31.54	\$33.29	\$35.04	\$35.74	\$36.44	\$37.14	\$37.84	\$38.54	\$39.25	\$39.95	\$40.65	\$41.35
400	B25	400-B25	\$28.36	\$30.02	\$31.69	\$33.36	\$34.03	\$34.69	\$35.36	\$36.03	\$36.70	\$37.36	\$38.03	\$38.70	\$39.36
400	B25P	400-B25P	\$32.61	\$34.53	\$36.45	\$38.36	\$39.13	\$39.90	\$40.67	\$41.43	\$42.20	\$42.97	\$43.73	\$44.50	\$45.27
400	B31	400-B31	\$25.90	\$27.42	\$28.95	\$30.47	\$31.08	\$31.69	\$32.30	\$32.91	\$33.52	\$34.13	\$34.74	\$35.35	\$35.95
400	B32	400-B32	\$28.36	\$30.02	\$31.69	\$33.36	\$34.03	\$34.69	\$35.36	\$36.03	\$36.70	\$37.36	\$38.03	\$38.70	\$39.36
400	C41	400-C41	\$30.40	\$32.19	\$33.98	\$35.77	\$36.49	\$37.20	\$37.92	\$38.63	\$39.35	\$40.06	\$40.78	\$41.49	\$42.21
400	C41P	400-C41P	\$34.96	\$37.02	\$39.07	\$41.13	\$41.95	\$42.78	\$43.60	\$44.42	\$45.24	\$46.07	\$46.89	\$47.71	\$48.53
400	C42	400-C42	\$32.05	\$33.93	\$35.82	\$37.70	\$38.45	\$39.21	\$39.96	\$40.72	\$41.47	\$42.22	\$42.98	\$43.73	\$44.49
400	C42P	400-C42P	\$36.85	\$39.02	\$41.18	\$43.35	\$44.22	\$45.08	\$45.95	\$46.82	\$47.69	\$48.55	\$49.42	\$50.29	\$51.15
400	C43	400-C43	\$33.69	\$35.67	\$37.65	\$39.63	\$40.42	\$41.22	\$42.01	\$42.80	\$43.59	\$44.39	\$45.18	\$45.97	\$46.76
400	C44	400-C44	\$35.73	\$37.84	\$39.94	\$42.04	\$42.88	\$43.72	\$44.56	\$45.40	\$46.24	\$47.08	\$47.93	\$48.77	\$49.61
400	C45	400-C45	\$38.19	\$40.44	\$42.68	\$44.93	\$45.83	\$46.73	\$47.63	\$48.52	\$49.42	\$50.32	\$51.22	\$52.12	\$53.02
400	C51	400-C51	\$35.73	\$37.84	\$39.94	\$42.04	\$42.88	\$43.72	\$44.56	\$45.40	\$46.24	\$47.08	\$47.93	\$48.77	\$49.61
400	C52	400-C52	\$38.19	\$40.44	\$42.68	\$44.93	\$45.83	\$46.73	\$47.63	\$48.52	\$49.42	\$50.32	\$51.22	\$52.12	\$53.02
400	C52P	400-C52P	\$43.91	\$46.49	\$49.08	\$51.66	\$52.69	\$53.73	\$54.76	\$55.79	\$56.83	\$57.86	\$58.89	\$59.93	\$60.96
400	C53	400-C53	\$40.65	\$43.04	\$45.43	\$47.82	\$48.78	\$49.73	\$50.69	\$51.65	\$52.60	\$53.56	\$54.51	\$55.47	\$56.43

Nursing Salary Schedule

Structure	DBM	Steps: Grade	0 75%	1 85%	2 90%	3 95%	4 100%	5 102%	6 104%	7 106%	8 108%	9 110%	10 112%	11 114%	12 116%	13 118%
500	C41	500-C41	\$32.89	\$37.27	\$39.47	\$41.66	\$43.85	\$44.73	\$45.60	\$46.48	\$47.36	\$48.24	\$49.11	\$49.99	\$50.87	\$51.74
500	C42	500-C42	n/a	\$39.13	\$41.44	\$43.74	\$46.04	\$46.96	\$47.88	\$48.80	\$49.72	\$50.64	\$51.56	\$52.49	\$53.41	\$54.33
500	C43	500-C43	n/a	\$41.09	\$43.51	\$45.92	\$48.34	\$49.31	\$50.27	\$51.24	\$52.21	\$53.17	\$54.14	\$55.11	\$56.07	\$57.04
500	C44	500-C44	n/a	\$43.15	\$45.68	\$48.22	\$50.76	\$51.78	\$52.79	\$53.81	\$54.82	\$55.84	\$56.85	\$57.87	\$58.88	\$59.90
500	C45	500-C45	n/a	\$45.30	\$47.96	\$50.63	\$53.29	\$54.36	\$55.42	\$56.49	\$57.55	\$58.62	\$59.68	\$60.75	\$61.82	\$62.88
500	C51	500-C51	n/a	\$43.15	\$45.68	\$48.22	\$50.76	\$51.78	\$52.79	\$53.81	\$54.82	\$55.84	\$56.85	\$57.87	\$58.88	\$59.90
500	C52	500-C52	n/a	\$45.30	\$47.96	\$50.63	\$53.29	\$54.36	\$55.42	\$56.49	\$57.55	\$58.62	\$59.68	\$60.75	\$61.82	\$62.88
500	C53	500-C53	n/a	\$47.56	\$50.36	\$53.16	\$55.95	\$57.07	\$58.19	\$59.31	\$60.43	\$61.55	\$62.67	\$63.79	\$64.91	\$66.03

Laboratory Salary Schedule

Structure	DBM	Steps: Grade	1 85%	2 90%	3 95%	4 100%	5 102%	6 104%	7 106%	8 108%	9 110%	10 112%	11 114%	12 116%	13 118%
600	A13	600-A13	\$15.11	\$16.00	\$16.89	\$17.78	\$18.14	\$18.49	\$18.85	\$19.20	\$19.56	\$19.91	\$20.27	\$20.62	\$20.98
600	B21	600-B21	\$17.38	\$18.41	\$19.43	\$20.45	\$20.86	\$21.27	\$21.68	\$22.09	\$22.50	\$22.90	\$23.31	\$23.72	\$24.13
600	C41	600-C41	\$34.65	\$36.69	\$38.73	\$40.77	\$41.59	\$42.40	\$43.22	\$44.03	\$44.85	\$45.66	\$46.48	\$47.29	\$48.11
600	C42	600-C42	\$36.75	\$38.92	\$41.08	\$43.24	\$44.10	\$44.97	\$45.83	\$46.70	\$47.56	\$48.43	\$49.29	\$50.16	\$51.02
600	C43	600-C43	\$38.45	\$40.72	\$42.98	\$45.24	\$46.14	\$47.05	\$47.95	\$48.86	\$49.76	\$50.67	\$51.57	\$52.48	\$53.38
600	C44	600-C44	\$40.09	\$42.45	\$44.81	\$47.17	\$48.11	\$49.06	\$50.00	\$50.94	\$51.89	\$52.83	\$53.77	\$54.72	\$55.66
600	C45	600-C45	\$41.79	\$44.25	\$46.71	\$49.17	\$50.15	\$51.14	\$52.12	\$53.10	\$54.09	\$55.07	\$56.05	\$57.04	\$58.02
600	C51	600-C51	\$40.09	\$42.45	\$44.81	\$47.17	\$48.11	\$49.06	\$50.00	\$50.94	\$51.89	\$52.83	\$53.77	\$54.72	\$55.66
600	C52	600-C52	\$41.79	\$44.25	\$46.71	\$49.17	\$50.15	\$51.14	\$52.12	\$53.10	\$54.09	\$55.07	\$56.05	\$57.04	\$58.02
600	C53	600-C53	\$43.42	\$45.97	\$48.53	\$51.08	\$52.10	\$53.12	\$54.14	\$55.17	\$56.19	\$57.21	\$58.23	\$59.25	\$60.27

Appendix B

Conversion Table													
scenario	IF			THEN					THEN				# of ees impacted
	Impact	closest step =	% =	conv date	add step	add step date	adjust hours	add step	add step date	adjust hours			
0.4	back 9+	2-3	>2%	11/29/2015	1	11/29/2015	reset on conversion			add	1040	1	
0.6	back 9+	1	>2%	11/29/2015	1	11/29/2015	add	1040	1	7/3/2016	add	1040	1
1	back 7/8	3+	<2%	11/29/2015	1	11/29/2015	reset on conversion		1	7/3/2016	add	4160	8
2	back 7/8	3+	>2%	11/29/2015	1	11/29/2015	add	4160			add	2080	2
3	back 5/6	4+	<2%	11/29/2015	1	11/29/2015	add	2080			add	1040	3
4	back 5/6	4+	>2%	11/29/2015			add	2080			add	1040	6
5	back 5/6	1-2	<2%	11/29/2015	1	7/3/2016	reset hours to 0				sub	2080	1
5.5	back 5/6	3	<2%	11/29/2015	1	7/3/2016	reset on conversion		as to those who with the added step are			8	
6	back 5/6	1 - 3	>2%	11/29/2015			add	2080					8
7	back 3/4	4+	<2%	11/29/2015			add	2080					6
8	back 3/4	1 - 3	<2%	11/29/2015			reset on conversion						24
9	back 3/4	0 - 3	>2%	11/29/2015			reset on conversion						46
10	back 1/2	4+	<2%	11/29/2015			add	1040			add	1040	12
11	back 1/2	4+	>2%	11/29/2015			reset on conversion						13
12	back 1/2	1 - 3	<2%	11/29/2015			add	1040					12
13	back 1/2	1 - 3	>2%	11/29/2015			reset on conversion						25
14	same	4+	<2%	11/29/2015			add	1040					1
15	same	4+	>2%	11/29/2015			reset on conversion						6
16	same	1 - 3	<2%	11/29/2015			reset on conversion						4
17	same	1 - 3	>2%	11/29/2015			reset on conversion						12
18	up 1/2	4+	<1%	11/29/2015			add	1040					32
18.5	up 1/2	4+	<2%	11/29/2015			reset delay				add	1040	29
19	up 1/2	4+	>2%	11/29/2015			reset on conversion						9
20	up 1/2	1 - 3	<2%	11/29/2015			reset on conversion						2
21	up 1/2	1 - 3	>2%	11/29/2015			reset on conversion						12
22	up 3/4	4+	<2%	11/29/2015			reset on conversion						24
23	up 3/4	4+	>2%	11/29/2015			reset on conversion						0
24	up 5/6	4+	<2%	11/29/2015			reset delay				add	1040	19
25	up 5/6	4+	>2%	11/29/2015			reset delay				add	1040	0
26	up 7+	4+	<2%	11/29/2015			reset delay				add	2080	2
27	OM			11/29/2015			Frozen for life of contract						13
28	Look at it			11/29/2015			To be reviewed						

reset delay = 7/03/16

Appendix C

Classification Structure

New Title	Old Title	Schedule	DBM
Pharmacy Technician I	Pharmacy Technician I	Anc - 200	B21
Pharmacy Technician II	Pharmacy Technician II	Anc - 200	B22
Pharmacy Technician III	Pharmacy Technician III	Anc - 200	B23
Respiratory Therapist in training	Respiratory Therapist-in training	Anc - 200	B23
Pharmacy Analyst	Pharmacy Analyst	Anc - 200	B24
Senior Pharmacy Technician	Pharmacy Technician Lead	Anc - 200	B31
Intern II - Post Grad	Pharmacy Intern	Anc - 200	C41
Respiratory Therapist II	Respiratory Therapist	Anc - 200	C42
Occupational Therapist	Occupational Therapist	Anc - 200	C43
Speech Therapist	Speech Language Pathologist	Anc - 200	C43
Physical Therapist	Physical Therapist	Anc - 200	C43
Rehabilitation Therapist Specialist	New job class	Anc - 200	C44
Pharmacist	Pharmacist	Anc - 200	C44P
Clinical Informatics Pharmacist	Clinical Informatics Pharmacist	Anc - 200	C44P
Intern I	Pharmacy Intern	Anc - 200	NA
Radiology Technician I	Radiological Technologist II	DI - 300	B21
Radiology Technician II	Radiological Technologist II	DI - 300	B22
CT Technologist I	CT Technologist I	DI - 300	B23
Ultrasound Technologist I	Diagnostic Sonographer I/Ultrasound Tech I	DI - 300	B23
Mammography Technologist I	Mammography Technologist I	DI - 300	B23
MRI Technologist I	MRI Technologist I	DI - 300	B23
Nuc Med Technologist I	Nuclear Medicine/PET Technologist I	DI - 300	B23
Sr. Radiology Technician	Radiological Technologist II	DI - 300	B31
CT Technologist II	CT Technologist II	DI - 300	C41
Ultrasound Technologist II	Diagnostic Sonographer II/Ultrasound Tech II	DI - 300	C41
Mammography Technologist II	Mammography Technologist II	DI - 300	C41
Ultrasound Technologist III	Diagnostic Sonographer III/Ultrasound Tech III	DI - 300	C42
MRI Technologist II	MRI Technologist II	DI - 300	C42
Nuc Med Technologist II	Nuclear Medicine/PET Technologist II	DI - 300	C42
Senior Diagnostic Imaging Technologist	Breast Care Navigator	DI - 300	C43
Sr. Nuc Med Technologist	Lead Nuclear Medicine/PET Technologist	DI - 300	C43
Sr. CT Technologist	NEW	DI - 300	C51
Sr. Ultrasound Technologist	Diagnostic Sonographer Coordinator	DI - 300	C51
Sr. MRI Technologist	new	DI - 300	C51
Administrative Clerk	new	General - 400	A00
Intern I (high school)	new	General - 400	A00
Administrative Assistant I	Administrative Clerk I	General - 400	A11
Food Services Assistant	Dietary Aide	General - 400	A11
Administrative Assistant II	Administrative Clerk II	General - 400	A12
Administrative Clinical Assistant I	DI & OR Administrative Clerk II	General - 400	A12
Fiscal Technician I	PFS Representative	General - 400	A12
Fiscal Technician I	Administrative Assistant (RR)	General - 400	A12
Fiscal Technician I	Fiscal Technician	General - 400	A12
Fiscal Technician I	Physician Office Billing Clerk I	General - 400	A12
Patient Services Representative I	Patient Access Services Representative	General - 400	A12
Dietetic Assistant	Dietetic Aide	General - 400	A12
Cook I (pantry)	Cook - basic entry	General - 400	A12
Central Sterile Supply Technician	Central Sterile Supply Technician	General - 400	A12
Laundry Technician	Laundry Technician	General - 400	A12
Environmental Services Technician I	EVS Technician I	General - 400	A12
Certified Nurse Assistant I	Certified Nurse Assistant I	General - 400	A12
Administrative Clinical Assistant II	Physical Rehabilitation Aide/Clerk	General - 400	A13
Administrative Clinical Assistant II	Unit Clerk	General - 400	A13
Administrative Clinical Assistant II	Pathology Secretary/Transcriptionist	General - 400	A13
Medical Assistant	Medical Assistant I	General - 400	A13
Medical Assistant	Medical Assistant II	General - 400	A13
Transcriptionist	Medical Transcriptionist	General - 400	A13
Fiscal Technician II	Physician Office Billing Clerk II	General - 400	A13
Fiscal Technician II	PFS Financial Counselor Specialist	General - 400	A13
Fiscal Technician II	PFS Specialist	General - 400	A13
Patient Services Representative II	Patient Access Services Specialist	General - 400	A13
Patient Services Representative II	Insurance Verification Spec	General - 400	A13
Behavioral Health Assistant I	Residential Aide I	General - 400	A13

Classification Structure

Packet Page 77 of 272

New Title	Old Title	Schedule	DBM
Behavioral Health Assistant I	Residential Aide II	General - 400	A13
Behavioral Health Assistant I	Mental Health Assistant I	General - 400	A13
Lab Assistant I	Lab Aide	General - 400	A13
Environmental Services Technician II	EVS Specialist (EVS Technician II)	General - 400	A13
Certified Nurse Assistant II	Certified Nurse Assistant II	General - 400	A13
Fiscal Technician III	Insurance Verification Spec	General - 400	A14
Senior Patient Services Representative	Patient Access Services Lead Specialist	General - 400	A14
Behavioral Health Assistant II	Mental Health Assistant II	General - 400	A14
Administrative Clinical Office Coordinator	Unit Secretary Med Surg	General - 400	B21
Administrative Clinical Office Coordinator	Surgical Services Scheduler	General - 400	B21
Fiscal Specialist I	Charge Description Master Specialist	General - 400	B21
Lead Behavioral Health Assistant	Lead MHA	General - 400	B21
Nutrition & Dietetic Technician	new	General - 400	B21
EMT	EMT	General - 400	B21
RN Intern	Nurse Intern	General - 400	B21
OR Surgical Technician Trainee	OR Surgical Technician Trainee	General - 400	B21P
Medical Records Coder I	Medical Records Coder I	General - 400	B21P
Administrative Coordinator	HIM Data Coordinator	General - 400	B22
Administrative Clinical Office Manager I	Rainforest Recovery Center Revenue Cycle Lead	General - 400	B22
Cook II	Cook - certifications/menu development	General - 400	B22
LPN	LPN-A & B	General - 400	B22
OR Surgical Technician	OR Surgical Technician	General - 400	B22P
Fiscal Support Technician I	Physician Billing System Support	General - 400	B23
Substance Abuse Counselor	Substance Abuse Counselor I	General - 400	B23
Activities Coordinator	Activities Program Coordinator	General - 400	B23
Medical Records Coder II	Medical Records Coder II	General - 400	B23P
Medical Records Coder II	Medical Records Coder III	General - 400	B23P
Lead LPN	Lead LPN	General - 400	B31
Lead EMT	Lead EMT	General - 400	B31
Behavioral Health Therapist I	Substance Abuse Counselor II	General - 400	C42
Behavioral Health Therapist II	Access & Community Liaison Lead	General - 400	C43
Behavioral Health Therapist II	PI & Grant Support Lead	General - 400	C43
RN I	Clinical Nurse I/RN I	Nursing - 500	C41 - 0 step
RN I	PRN Clinical Nurse/RN I	Nursing - 500	C41 - 0 step
RN II	Clinical Nurse/RN II	Nursing - 500	C41
RN II	PRN Clinical Nurse/RN II	Nursing - 500	C41
RN III	Clinical Nurse/RN III	Nursing - 500	C42
RN III	PRN Clinical Nurse/RN III	Nursing - 500	C42
RN Clinical Program Coordinator	Cardiac Rehab Coordinator	Nursing - 500	C43
RN Clinical Program Specialist	Pt Ed Coord (Lactation)	Nursing - 500	C43
RN Clinical Program Specialist	Nurse Educator - OR	Nursing - 500	C43
RN IV	Diagnostic Imaging Clinical Nurse	Nursing - 500	C43
RN IV	Clinical Nurse/RN IV	Nursing - 500	C43
RN V	Clinical Nurse/RN V (Specialty Nursing)	Nursing - 500	C44
RN Specialist	RN V (Infusion & Lactation)	Nursing - 500	C44
RN Lead	Clinical Nurse Lead	Nursing - 500	C45
Lab Assistant II	Lab Aide II	Lab - 600	B21
Histology Technologist I	Histology Technologist I	Lab - 600	C41
Clinical Laboratory Scientist I	New job class	Lab - 600	C41
Histology Technologist II	Histology Technologist II	Lab - 600	C42
Clinical Laboratory Scientist II	Medical Technologist I	Lab - 600	C42
Clinical Laboratory Scientist III	Medical Technologist II	Lab - 600	C43
Senior Histology Technologist	Lead Histology Technologist	Lab - 600	C44
Clinical Laboratory Scientist IV	Quality & Systems	Lab - 600	C44
Sr. Clinical Laboratory Scientist	New job class	Lab - 600	C51

ILWU/BRH Contract Negotiations

Tentative Agreement Summary of Major Changes

Effective January 1, 2015 through December 31, 2017

Article	Language Impact
Article 1 – Recognition	PRN employees are now included in the bargaining unit.
Article 2 – Union Security	2.01 Clarification that the Union owes the same responsibility of representation to all covered bargaining unit members without respect to membership in the union. 2.011 Clarification that funds collected by members who have a religious objection to joining a union will be donated to a charitable fund of the union’s choosing. 2.012 PRN employees are required to pay dues/agency fee for each pay period in which they work 36 hours or more.
Article 3 – Check-off of Union Dues and Initiation Union Leave Hours	3.05 Personnel Action forms for new union members will be sent electronically. A report of members, who are hired, terminated, and entering the bargaining unit will be presented quarterly, rather than monthly, to the union. 3.051 A monthly report documenting benefit and reviews hours that is sent to each employee will not be required if this information becomes available on an as needed basis.
Article 6 – Hiring and Seniority	Change in terminology from “evaluation period” to “probationary period”. 6.033 Casual employees must be scheduled or accept work at least once every three months, rather than two months. The number of hours that a casual employee may work in a year changed from 1040 to 780. Clarification that casual employees are not eligible 6.036 With the addition of PRNs to the bargaining unit, the work rules around PRN employment are defined

	in this new section.
Article 8 – Grievance Procedure	8.04 Clarification that at Steps 2 and 3 of the grievance process the union will advance the grievance and the employer will respond to the union.
Article 9 – Hours of Work	9.02 Removal of the requirement that an employee consent to an innovative work schedule, and an agreement on steps that will be taken to assign an innovative work schedule 9.021 If the employer wants to change an innovative work schedule to a different work schedule, the employer will provide 14 days’ notice of the change whenever possible. 9.04 The employer must endeavor to schedule full time and Part time employees before scheduling PRN and casual employees. 9.041 A change in the period of time necessary for schedule changes—premium pay will apply for schedule adjustments for 7 days or less rather than less than 7 days. 9.0411 For the types of pay articulated in this section, a PRN will receive a flat \$5 per hour in lieu of the premium pay articulated. 9.042 Removal of restriction of the option for a flexible workweek waiver to only administrative departments. 9.043 Clarification of language regarding employees who work on their scheduled day off or are called in on their unscheduled time. 9.07 Callback minimum is defined as hours paid but not worked to meet the three hour minimum. 9.09 Clarification that the contract language regarding weekend scheduling does not apply to weekend shifts that are picked up by an employee after the schedule is posted. Three different examples regarding how premium pay would be applied to weekends were added.
Article 11 – Rates of	11.014 With the addition of PRN to the bargaining unit, the hourly differential that those in a PRN position

Pay	make is included in the CBA. 11.04 The employer may, at its sole discretion, place a new employee up to step 4 upon hire. Upon successful completion of the probationary period, the employee may be credited for up to two additional steps. 11.041 New provision added to state that a previously employee who is rehired will receive the pay step that most closely matches their current rate of pay. Once the probationary period has been successfully completed, the employee may request a different step based on overall service credit in accordance with 11.04 11.05 Any new job classifications within the bargaining unit will be allocated to the appropriate DBM rating. 11.051 If a position is reclassified to a new DBM rating, the provisions of 11.08 would apply. 11.08 Provisions regarding change in position classification are updated for new DBM rating. 11.13 Clarifying language regarding certification pay criteria and process. 11.16 Clarifying language longevity/benefit hours apply to longevity pay.
Article 13 – Floating/Shift Rotation	13.02 New language that provided details on how assignment to night or evening shift will occur if more than one employee requests that they be assigned to the same shift.
Article 14 – Jury/Witness Duty	14.012 New language added detailing how employees who have to be a witness on behalf of the employer will be scheduled to work, depending on the shift to which the employee is assigned.
Article 17 – Personal Leave	17.02 Clarification that call back minimum hours do not count as hours toward leave accrual rates. 17.07 Change of minimum leave balance after leave cash in from 40 to 80 hours.
Article 18 – Other Paid Leave	Clarification that employees who accrue leave benefits is either full or part time.

Article 21 – Health Examinations	21.02 New language indicating that employees who do not receive a flu vaccination prior to the start of the flu season will wear a facemask during the duration of the flu season.
Article 24 – Discipline/Employee Responsibilities	24.04 Change from 48 hours to 72 hours for final pay check for those who are discharged. 24.062 Supervisors and other responsible staff will be given training to address and recognize the signs and symptoms of impairment and the steps of the policy
Article 26 – Health and Welfare	26.012 In the case of an employee’s death, the health insurance will end on the last day of the month.
Article 31 – Duration of the Agreement	31.05 Agreement effective from January 1, 2015 to December 31, 2017.
Article 32 – Labor Management Committee	32.01 change in number of people who will participate in a Labor/Management Committee to a minimum of 4 committee members from each, labor and management. 31.011 Elimination of the compensation committee.
Appendix A	Bargaining unit employees will be converted to the new salary schedule and DBM classification system retroactively on November 29, 2015. Employees will be placed on the new salary schedule in accordance with the implementation chart in Appendix B. Those that are placed at the final step of the pay schedule will have their rate of pay frozen until such a time that general increases or market changes to the wage schedule surpass their frozen rate of pay. A new pay schedule is established with steps 1 through 4 being separated by 2080 review hours and steps 4 through 13 by 6240 hours. Effective the first pay period in July 2017, the salary schedule will increase by 1%.
Appendix B	The parties agree that the conversion to the new salary schedule will occur based on the conversion table.
Appendix C	List of bargaining unit job classification, new job classification title, previous position title, applicable salary schedule, and DBM rating for each job classification.
Other Provisions	Other terms of the CBA will be implemented upon ratification by both parties.

	If a member receives less than a 1% increase with the conversion to the new salary schedule, they will receive a lump sum payment equivalent to 1% of their base wages (including overtime and paid leave) for the period of November 29, 2015 to July 2, 2016. If an employee received a wage increase after November 29, 2015 that resulted in their pay rate being above the step's corresponding review hours, the employee shall have their rate of pay frozen until their review hours result in a step increase that meets or surpasses their frozen rate of pay. With 90 days of ratification, there is a grace period to change any position allocations that are incorrect or there are changes that need to occur based on "like pay for like work".
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Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2785

A Resolution Approving the Bartlett Regional Hospital Personnel Rules.

WHEREAS, the Bartlett Regional Hospital Personnel Rules govern the rights and responsibilities of Bartlett Regional Hospital employees, supervisors, and managers; and

WHEREAS, the Bartlett Regional Hospital Personnel Rules must be accurate, internally consistent, and in compliance with state and federal law; and

WHEREAS, the Bartlett Regional Hospital Personnel Rules should reflect modern human resource management practices; and

WHEREAS, the Bartlett Regional Hospital Human Resources Division has reviewed the Bartlett Regional Hospital Personnel Rules to provide clarification, and to include new policies and procedures; and

WHEREAS, the Bartlett Regional Hospital Board of Directors approved the Bartlett Regional Hospital Personnel Rules at its meeting on September 29, 2016; and

WHEREAS, the Human Resources Committee at its meeting on December 19, 2016, recommended that the Bartlett Regional Hospital Personnel Rules be forwarded to the Assembly for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Amendment of Rules. That the Bartlett Regional Hospital Personnel Rules are amended as shown in the attached as Exhibit "A".

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Rule	Brief Description	Consistent w/BRH Current Practice	Consistent w/CBJ Current Practice
Rule 8 Performance Evaluations	Applies to Classified and Partially Exempt Services w/exceptions		
8 PR 005 Basis	defines what performance evaluations are based on	Yes	Yes
8 PR 010 Frequency and Standards	specifies HR Director prescribes the format and provides for the frequency	Yes	Yes
8 PR 015 Discussion	requires immediate supervisor to discuss performance evaluation with employee	Yes	Yes
8 PR 020 Rebuttal	provides for the submittal of a rebuttal to the performance evaluation	No, neither policy or CBA provide for	Yes
8 PR 025 Performance Improvement Plans	requires performance improvement plan is performance is less than fully acceptable.	No, not currently required	Yes
Rule 9 Orientation and Training	Applies to Classified and Partially Exempt Services		
9 PR 005 General	defines HRD role in training ; new employee orientation and HR related training	Yes	Yes
9 PR 010 Priorities	identifies the order of priority for training resources		
9 PR 015 New Employee Orientation	requires all new employees to attend orientation	Yes	Yes
9 PR 020 Internships and Clinical Practicums	provides for internships and clinical practicums and conditions that must be met for participation	Yes	Yes, with differences for workforce
9 PR 025 Training Reimbursement	defines requirements for department required training and employee requested training	Yes, w/exception of employee requested training - text books and other material that remains property of employee is not paid by employer	Yes
9 PR 030 Training Reimbursement Schedule	requires reimbursement for employee requested training on a prorated schedule if an employee separates within 2 years of attendance; CEO may waive for extenuating circumstances	New	Yes
9 PR 035 Licenses and Certifications	requires employees to maintain licenses and certifications required for their position; allows department director to authorize payment for obtaining and maintaining nationally recognized specialty certifications.	Yes	Yes
Rule 10 Pay	Applies to Classified and Partially Exempt Services		
10 PR 005 Scope	covers all employee in classified and partially exempt services	Yes	Yes
10 PR 010 General	specifies that the HR Director allocates classifications to pay ranges based on the class plan	Yes, although there is not currently a formal classification plan	Yes

Rule	Brief Description	Consistent w/BRH Current Practice	Consistent w/CBJ Current Practice
10 PR 015 Basis of Pay	an employee is paid according to the DBM rating and salary schedule assigned to position; an employee who works less than fulltime is paid on a prorated basis	Yes, references new class & pay plans	
10 PR 020 Beginning Pay	upon initial hire the HR Director may authorize up to step 4 in accordance w/salary placement policy	Consistent w/new contract language	similar advance step placement provisions

RULE 1
POSITION CLASSIFICATION**Section****005. Classification Plan****010. Classification Specifications****015. Use of Classification Titles****020. Allocation of Positions****025. Effective Date of Allocation Actions****1 PR 005. Classification Plan.**

The Human Resources Director shall prepare and maintain a position classification plan which provides for a grouping of all positions in the classified service and the partially exempt service on the basis of typical duties, responsibilities and qualifications.

1 PR 010. Classification Specifications.

(a) The Human Resources Director shall provide and maintain written specifications for each classification. Each specification for the classified service must include a title, a description of the duties, responsibilities, physical, mental and environmental requirements and minimum qualifications. Each specification for the partially exempt service must include a title, a description of the duties, responsibilities, physical, mental and environmental requirements and desired qualifications. The duties and responsibilities included in classification specifications are guidelines and are not inclusive of all duties and responsibilities in positions allocated to a particular class.

(b) The statement of minimum qualifications is the minimum education, experience, licensure, certification and other qualifications required of a new appointee to a position in the classification. When minimum qualifications change as a result of federal, state, occupational or professional requirements, current employees in the job classification may be required to meet the new minimum qualifications and shall be given a reasonable time to do so.

1 PR 015. Use of Classification Titles.

The title of a classification is the official title for every position allocated to that classification. For the purpose of internal management or recruitment, abbreviations or working titles may be used.

1 PR 020. Allocation of Positions.

(a) The Human Resource Director shall allocate all existing and new positions in the classified service and the partially exempt service to classifications according to established classification specifications.

(b) The department director requesting allocation action shall provide the Human Resource Director with a written description of the duties, responsibilities and authority assigned to the

position. The department director shall also submit other information as may be required by the Human Resource Director and such classification recommendations that are appropriate.

(c) The department director shall provide the Human Resource Director with a revised position description if any change is made which may affect the allocation of a position or the standards for evaluating the performance of the employee occupying the position.

(d) The department director shall provide the incumbent of a position with a copy of the current position description for review and signature no later than the effective date of the position description. A copy of the signed position description shall be placed in the employee's personnel file.

(e) An employee who considers his or her position improperly allocated may submit a request for allocation to a different classification in writing to his or her immediate supervisor. The immediate supervisor and the department director shall review, and revise if necessary, the employee's position description to assure that the duties and responsibilities of the position are accurately recorded. The department director shall submit the position description to the Human Resource Director for review. The Human Resource Director shall review the position description for proper allocation. Final allocations are subject to budget constraints as determined by the Chief Executive Officer. This process shall be the sole and exclusive remedy for disputes regarding the allocation of a position or a group of positions.

1 PR 025. Effective Date of Allocation Action.

The effective date of any allocation action shall be the first day of the pay period following the date of the action, unless another date is specified.

RULE 2 RECRUITMENT

Section

005. General

010. Announcements

015. Announcement Distribution

020. Applications

2 PR 005. General.

This Rule applies only to the classified service. The Human Resource Director may use whatever methods are appropriate to recruit qualified applicants. Recruitment may be restricted to current employees, including City and Borough of Juneau employees.

2 PR 010. Announcements.

(a) Recruitment for full time, full time seasonal and part time vacancies must be publicly announced prior to appointment. Casual, casual seasonal, temporary, PRN , preferential appointments made in accordance with 4 PR 010 – 025 and nonpreferential appointments made in accordance with 4 PR 030 – 035 are not subject to public announcement.

(1) Announcements must be in writing and must include: the title of the position, the department, position status, the pay range, minimum qualifications, typical duties, and the dates applications will be accepted. The Human Resource Director may add any additional information believed advisable.

(2) All announcements must be posted for not less than five days, excluding Saturdays, Sundays and those holidays listed in these Rules.

(3) The Human Resource Director may authorize the use of an applicant pool to fill more than one vacancy provided that the additional appointment from the applicant pool occurs within 60 days of the original announcement closing. The additional position to be filled must be in the same job classification and the duties performed shall be reasonably similar to the original vacancy announced.

2 PR 015. Announcement Distribution.

(a) The Human Resources Director shall post all Job Announcements on the organization's job board. Those Job Announcements not restricted to current employees shall be distributed to local minority and women's organizations. The Human Resources Director may place an advertisement in the local newspaper or through other advertising mediums when deemed appropriate by the Human Resources Director and the department director.

2 PR 020. Applications.

All applications must be made in a format prescribed by the Human Resources Director.

**RULE 3
EXAMINATION****Section****005. General****010. Examination Methods****015. Medical Examination****020. Disqualification of Applicants****025. Criminal Convictions****030. Notice of Examination Results****035. Confidential Information****040. Retention of Records**

3 PR 005. General.

(a) Except for the provisions on medical examinations, medical records, criminal convictions and retention of records, this Rule applies only to the classified service.

(b) The department director shall provide the Human Resources Director with a copy of the methods and materials for the examination of applicants prior to posting the job announcement. All examinations must relate to the applicant's job-related knowledge, skills, ability and willingness to discharge the duties and responsibilities of the position. The department director may change the methods and materials for examination subsequent to reviewing the submitted applications, with approval of the Human Resources Director. The Human Resources Director shall keep a copy of the methods and materials.

3 PR 010. Examination Methods.

The appropriate form of each examination shall be determined by the department director, in consultation with Human Resources Director, and may include oral or written examinations or tests, ratings of training and experience, assessment centers, employment references, background investigations, reports of supervisors, performance evaluations, work samples and personal references. The department director is responsible for setting any minimum qualifying scores for examinations.

3 PR 015. Medical Examination.

(a) All prospective employees are required to submit to a drug test for illegal substances following the acceptance of a conditional job offer. The job announcement and other recruitment material will provide notice of this requirement. No appointment is effective until a verified negative drug test result from the Medical Review Officer has been received.

(b) At the time of employment, all employees will schedule an employee health appointment and submit the following requirements:

- (1) MMR vaccination records or positive titers
- (2) Varicella: reliable history of the disease, varicella vaccination records or positive titer
- (3) Td or Tdap (Tetanus) completed in the last 10 years
- (4) TB skin test, Quantiferon Blood test or questionnaire for positive responders at time of hire and annually thereafter.
- (5) Clinical Staff must receive the Hepatitis B vaccine series or provide vaccine records or a positive titer for immunity.

These requirements must be completed within 7 days of start of employment and before patient contact. Other vaccinations and screening may be required in the future.

3 PR 020. Disqualification of Applicants.

(a) The Human Resources Director shall disqualify an applicant who has failed to submit an application within the prescribed time limit.

(b) A department director, with the concurrence of the Human Resources Director, shall disqualify an applicant who fails to meet the minimum qualifications established for the job classification.

(c) A department director, with the concurrence of the Human Resources Director, shall disqualify an applicant who:

(1) Has made a false statement of fact material to the position applied for;

(2) Has used or attempted to use political influence or bribery to secure an advantage in the examination or appointment, or;

(3) Has directly or indirectly obtained information regarding examinations which an applicant is not entitled to obtain.

(d) A department director, with the concurrence of the Human Resources Director, may disqualify an applicant who has been dismissed from employment for misconduct, unsatisfactory performance of duties or other similar cause.

(1) In making the determination of whether an applicant should be disqualified, the relationship of the dismissal to the duties and responsibilities of the position and the amount of time which has passed since the dismissal shall be considered. The circumstances under which the dismissal occurred may also be considered.

3 PR 025. Criminal Convictions.

(a) An applicant must report all misdemeanor and felony convictions, at the time of application, regardless of the date it occurred.

(b) An offer of employment is contingent upon the applicant passing a criminal history check as required by 7 AAC 10.910 and the Human Resources Director's review under subsection (c) of reported convictions that do not represent a barrier crime as defined in 7 AAC 10.905.

(c) The Human Resources Director shall review the applications of applicants convicted of crimes that don't represent a barrier crime as defined under 7 AAC 10.905, and may disqualify the applicant if the offense for which the applicant was convicted directly relates to the ability to discharge the duties and responsibilities of the position. In making the determination of whether an applicant should be disqualified under subsection (c), the Human Resources Director shall consider: the nature and gravity of the offense or conduct; the time that has passed since the offense, conduct and/or completion of the sentence; and the nature of the job held or sought.

(d) When notification of the presence of a barrier crime identified in 7 AAC 10.905 is received as a result of the criminal history check required by 7 AAC 10.910, if circumstances warrant, the Human Resources Director may request a variance from the State of Alaska under 7 AAC 10.930.

3 PR 030. Notice of Examination Results.

Within ten (10) days of the determination the department director shall provide written notice to all disqualified applicants.

3 PR 035. Confidential Information.

(a) Reports regarding reputation, previous employment, background investigations and similar information obtained as a result of confidential inquiries are confidential and are not available to the applicant.

(b) Medical records are confidential and may not be included within an employee's personnel file. Medical records are available to the employee unless the medical officer who authored the record has prohibited the employee's access to the record.

(c) Examination items which may be used in future examinations may not be made available to any applicant or potential applicant.

3 PR 040. Retention of Records.

(a) Except as provided in subsections (b) and (c), examination records must be retained by the department director or the Human Resources Director for two (2) years from the date the position is filled.

(b) Certain examinations are leased from independent contractors who are responsible for proper retention of the examinations.

(c) Proper retention of employee health records is the responsibility of the Employee Health Unit.

**RULE 4
SELECTION****Section****005. General****010. Preferential Appointment Rights****015. Preferential Rights Due to a Request from a Pregnant Employee or an Employee with a Temporary Disability.****020. Preferential Rights Due to Layoff.****025. Preferential Rights Due to ADA Reassignment****030. Nonpreferential Appointment Rights without Public Announcement****035. Nonpreferential Appointment Rights of Injured Employees.****040. Local Hire Preference****045. Veteran's Preference**

050. Notice to Applicants
055. Applicant Appeal Process

4 PR 005. General.

(a) This Rule applies only to the classified service.

(b) The department director shall first offer a vacant position to a qualified employee who holds preferential appointment rights in accordance with 4 PR 006. If there are no employees with preferential appointment rights, the department director may fill a position through the use of nonpreferential, noncompetitive appointment rights in accordance with 4 PR 010 or through a competitive selection process.

4 PR 010. Preferential Appointment Rights.

(a) If there is an employee with a preferential employment right, the department director may fill a vacancy without public announcement. The order of preferential appointment shall be:

- (1) Due to a request to transfer by a pregnant employee under AS 39.20.520 or an employee with a temporary disability;
- (2) Due to return from layoff in accordance with 14 PR 015;
- (3) Due to reassignment of duties under the Americans with Disabilities Act.

4 PR 015. Preferential Rights due to a Request from a Pregnant Employee or an Employee with a Temporary Disability.

The department director shall offer the position to a qualified employee of the department if:

- (1) The employee is pregnant or has a temporary disability;
- (2) The employee requests appointment to the position;
- (3) The transfer is recommended by a licensed health care provider;
- (3) The employee is qualified for transfer or demotion into the position; and
- (4) The duties of the vacant position are less strenuous or less hazardous than those of the employee's current position.
- (5) An employee voluntarily transferred or demoted because of pregnancy or temporary disability shall return to the position previously held at such time as the employee's condition permits, provided that service in the alternate position does not exceed 18 weeks.

4 PR 020. Preferential Rights Due to Layoff.

If there are employees on layoff status, the department director shall offer a vacant position to the employee first on the recall list with the highest number of points calculated in accordance with 14 PR 025 (reduction in work force).

4 PR 025. Preferential Rights due to ADA Reassignment.

If an employee is eligible for reassignment under the Americans with Disabilities Act, the Human Resources Director shall offer a vacant position that would otherwise be publicly announced for appointment in accordance with 2 PR 010, to that employee provided the employee is qualified for the position and can perform the essential duties of the position with or without reasonable accommodation.

4 PR 030. Nonpreferential Appointment Rights without Public Announcement.

(a) The department director may select an employee for appointment without public announcement under the following circumstances;

- (1) The employee is eligible for a transfer under 5 PR 040;
- (2) The employee is eligible for a demotion under 5 PR 050;
- (3) The employee is eligible for reemployment under 5 PR 060; or
- (4) The employee is eligible for reemployment under the injured employee provisions of 4 PR 035.

4 PR 035. Nonpreferential Appointment Rights of Injured Employees.

(a) The department director may offer a position to an individual who was injured on duty and has separated from service for the purposes of treatment and recovery from the injury. The department director may offer a position to a current employee who was injured on duty and whose doctor has certified that maximum medical recovery has been reached and the employee cannot perform the essential duties of his or her current position with or without a reasonable accommodation. Such appointment shall be subject to the following rules:

(1) A request for nonpreferential placement must be made in writing to the Human Resource Director within 90 days after the date the injured employee is released to full or modified duty by the injured employee's treating physician; the request for placement must be accompanied by a copy of the treating physician's release. The request must also include:

(A) A completed employment application,

(B) A physical capacities evaluation form completed and signed by the employee's treating physician,

(C) The job classifications for which the injured employee requests placement, and

(D) Any other material that the Human Resource Director may require to evaluate the request for nonpreferential placement.

(2) If a vacancy occurs in a job classification for which the injured employee has requested placement and for which he/she meets the minimum qualifications, the Human Resource Director shall forward the completed packet of materials to the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation. If the injured employee is certified, they will be eligible for nonpreferential placement. The decision to appoint through nonpreferential placement is at the sole discretion of BRH.

(b) Nonpreferential appointment rights under this provision expire three years from the date of the employee's injury.

4 PR 040. Local Hire Preference.

(a) When an applicant pool consists of both City and Borough of Juneau residents and non residents, the department director will give a preference in ranking to applicants eligible to claim residency in the City and Borough of Juneau by;

(1) Utilizing a point scoring system to provide for relative ranking of applicants in the screening process, and

(2) Increasing the score of an applicant eligible to claim residency by 10% of the available score.

(b) If an applicant is eligible for more than one preference, no more that 10% may be added to the applicant's score.

4 PR 045. Veteran's Preference.

(a) When an applicant is a veteran who has been honorably discharged from military service, the department director will give a preference in ranking to the applicant by:

(1) Utilizing a point scoring system to provide for relative ranking of applicants in the screening process, and

(2) Increasing the score of an applicant eligible to claim a veteran's preference by 10% of the available score.

(b) If an applicant is eligible for more than one preference, no more than 10% may be added to the applicant's score.

4 PR 050. Notice to Applicants.

The department director shall send notification to all applicants not selected within ten days of making an appointment. Notification to applicants determined to not meet the minimum qualifications shall be promptly sent following the determination.

4 PR 055. Applicant Appeal Process

(a) An applicant may file an appeal to a decision made by the department director or Human Resource staff during the application, examination, or selection process for BRH employment.

(1) Appeals must be submitted in writing to the Human Resources Director within ten (10) days of the action giving rise to the complaint.

(2) Inquiries made by telephone or personal appearance will be treated as informal inquiries. An informal inquiry may be submitted in writing, or reduced to writing for submission at the request of the Department Director or Human Resource staff.

(3) The Human Resources Director shall investigate the complaint, take appropriate action to resolve the complaint, and issue a final written decision within twenty-one (21) days of receipt of the appeal. The decision of the Human Resources Director is final.

RULE 5 APPOINTMENTS

Section

005. General

010. Emergency Appointments

015. Temporary Appointments

020. Internships, Student or Clinical Practicums and Job Shadow Placements

025. Interim Appointments

030. Permanent/Probationary Appointments

035. Acting in a Higher Range Appointments

040. Appointment by Transfer

045. Partially Exempt Appointments

050. Appointment by Demotion

055. Appointment by Promotion

060. Re-employment

5 PR 005. General.

No appointment or offer of appointment or pay rate, other than an emergency appointment, may be made until the position has been allocated to a classification, the pay range assigned, the Human Resources Director has authorized the appointment and the procedures for filling the vacancy have been followed.

5 PR 010. Emergency Appointments.

(a) An emergency appointment is an appointment made by a department director when a state of emergency has been declared by the Chief Executive Officer or the designated Incident Command Officer. Emergency appointments may be made only under conditions that could not reasonably be anticipated. An emergency appointment may not exceed the duration of the emergency.

(b) In the event of an emergency or civil disaster declared by the President, the Governor or the Mayor, employees may be re-assigned to duties as necessary for the duration of the emergency.

(c) Individuals appointed for the sole purpose of responding to an emergency do not qualify for health or life insurance, retirement, leave, or holiday pay.

5 PR 015. Temporary Appointments.

Temporary appointments are used to substitute for employees on leave, to meet temporary increases in work, unanticipated staff shortages, or to obtain short term services until a permanent appointment can be made. Temporary appointments may not exceed 120 calendar days, unless significant unforeseen circumstances arise. Any extension of a temporary appointment must be approved by the Chief Executive Officer or a designee. Temporary employees are not eligible for health or life insurance, retirement, or leave and may be separated from employment with no notice and without cause.

5 PR 020. Internships, Student or Clinical Practicums and Job Shadow Placements.

(a) Internship appointments are used to introduce students of a designated field to the healthcare environment. Internship employees may be compensated. Internship employees are not eligible for health or life insurance, retirement, leave or holiday pay and may be separated from employment with no notice and without cause.

(b) Student or clinical practicum appointments are used to provide a current student or recent graduate of an accredited healthcare program with the practicum required for their education degree program. Practicum appointments are for credit or experience only and are not monetarily compensated.

(c) Job shadow placements provide the opportunity to observe health care workers' on-the-job tasks. Job shadow placements are not monetarily compensated. If the placement is otherwise an employee, the employee will continue to receive their regular rate of pay for the time spent as a job shadow placement. Job shadow placements typically range from a minimum of two (2) hours to a maximum of sixteen (16) hours for employees being compensated.

5 PR 025. Interim Appointments.

The Human Resources Director may authorize the interim appointment of a qualified individual to a partially exempt position. These hires are temporary appointments and will last until the position can be filled or, in any case, not to exceed 50 weeks. Throughout the appointment, the department

will continue to diligently recruit to fill the position with a permanent appointment. The Human Resources Director may approve a rate of pay outside the DBM rating normally assigned to the position, health benefits, leave benefits, and a per diem allowance consistent with the federal per diem rate. The Personnel Rules relating to recruitment, examination, selection, discipline, grievance and appeal do not apply to interim employees, and they may be terminated at the convenience of the department director on two weeks' notice. Two weeks' notice is not required if the termination is the result of misconduct.

5 PR 030. Permanent/Probationary Appointments.

(a) Permanent/probationary appointments are those appointments having an expected duration of one year or more. Permanent/probationary appointments include full-time, part-time, full-time seasonal, casual, seasonal casual and PRN.

(1) Full-time appointments are those positions regularly scheduled to work thirty-six (36) or more hours during a seven (7) day period, or seventy-two (72) or more hours in a fourteen (14) day period on a year round basis.

Full-time employees shall receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

(2) Part-time appointments are those positions regularly scheduled to work at least sixteen (16) hours but less than thirty-six (36) hours during a seven (7) day period, or at least thirty-two (32) hours but less than seventy-two (72) hours during a fourteen (14) day period on a year round basis.

Part time employees shall receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

(3) Seasonal full-time appointments are those positions averaging not less than 36 hours per work week and not scheduled to work on a year round basis. Seasonal positions are budgeted for at least 780 hours per fiscal year. It is expected that the same employee will return to the position each season.

Seasonal full-time employees receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

(4) Casual appointments are those positions scheduled to work on an intermittent basis. Casual appointments are typically scheduled to work less than sixteen (16) hours in a seven (7) day period or thirty-two (32) hours in a fourteen (14) day period. Casual employees must accept work assignments at least once every three (3) months. Casual employees will not be scheduled for more than 780 hours annually. Class attendance or mandatory annual requirements shall not qualify as work assignments.

Casual employees shall receive the rights outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement. Casual employees are not eligible for health and life insurance, retirement or leave benefits. Casual employees receive a casual differential for each

hour worked at the rate provided in 18 PR 025. Casual employees are not eligible for premium pays as a result of an adjustment to the posted work schedule (7 PR 045).

(5) Seasonal casual appointments are those positions scheduled to work on an intermittent basis. Seasonal casual appointments are typically scheduled to work less than (16) hours in a seven (7) day period or thirty-two (32) hours in a fourteen (14) day period. Seasonal casual employees will not be scheduled to work more than 288 hours over a four (4) month period and more than 780 hours annually. Class attendance or mandatory annual requirements shall not qualify as work assignments.

Seasonal casual employees receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement. Seasonal casual employees are not eligible for health and life insurance, retirement, or leave benefits.

(6) PRN (pro re nata) appointments must be available at minimum, two (2) shifts per pay period, with no more than six (6) weeks of preapproved unavailability within a calendar year. PRN appointments are used to provide qualified staff to supplement staffing in times of unpredictable absences, absences under the Family and Medical Leave Act and the Alaska Family Leave Act, high census, high acuity, and vacancies. BRH PRN Policies for Speech Therapy and Nursing, and successor policies, are hereby incorporated by reference.

PRN employees are not eligible for health and life insurance, retirement, or leave benefits. In lieu of benefits, PRN employees are paid a PRN differential in accordance with 18 PR 040.

5 PR 035. Acting in a Higher Range Appointment.

(a) An “acting in a higher range” appointment is used to fill a permanent position with a current permanent/probationary employee while the regular employee is on leave or a position is vacant when the expected duration of the absence or vacancy is not less than two (2) weeks. Acting in a Higher Range appointments are not subject to the public announcement provisions of 2 PR 010.

(b) If the expected duration of the “acting in a higher range” appointment is twenty-six (26) weeks or less the department director may appoint a current permanent, or probationary employee in accordance with 6 PR 025, who meets the minimum qualifications for the classification of the position. If the need for the “acting in a higher range” appointment exceeds the original expected duration due to conditions that could not have been reasonably anticipated the Human Resource Director may grant an extension.

(c) If the expected duration of the “acting in a higher range” appointment is greater than twenty-six (26) weeks the vacancy shall be posted for internal applicants and the appointment must be made in accordance with the recruitment and selection requirements of these rules.

(d) A permanent or probationary employee who accepts an “acting in a higher range” appointment will retain status in the employee’s former classification and position. An employee accepting an “acting in a higher range appointment” does not gain any status in the position or job classification.

However, time served in an “acting in a higher range” appointment may be used to qualify an employee for other vacancies.

(e) If the regular incumbent of the position fails to return, the position must be filled in accordance with the recruitment, examination and selection requirements of these rules.

(f) This rule does not preclude the filling of the position by an interim or temporary appointment.

(g) Acting in a higher range appointments shall be compensated in accordance with 10 PR.

5 PR 040. Appointment by Transfer.

(a) Transfer means the movement of an employee from one position to another position in the same classification or a closely related classification at the same DBM Rating without a break in service.

(b) An employee may transfer to a different position in the same classification and DBM rating within the same department at the discretion of the department director. The employee’s status will not change when no change in classification results from the transfer.

(c) An employee may transfer to a different position in the same classification and DBM rating in a different department at the discretion of the receiving department director. The employee’s appointment type will not change when no change in classification and DBM rating results from the transfer.

(d) The transfer of an employee to a different position in a closely related classification requires the prior approval of the Human Resources Director.

(e) A temporary employee, PRN, casual or seasonal casual employee may only transfer to another position of the same appointment type.

(f) When an employee is transferred to a closely related classification at the same DBM rating, the receiving department director and the Human Resources Director shall determine the employee’s appointment type. The department director shall inform the employee of the proposed appointment type prior to the transfer becoming effective.

5 PR 045. Partially Exempt Appointments.

Partially exempt appointments may be full time or less and are not subject to the rules on recruitment, examination, selection, probationary periods, seniority, reduction in work force, discipline and the grievance and appeal procedures. Partially exempt employees are not within the classified service.

5 PR 050. Appointment by Demotion.

A department director may appoint a current employee to a vacant position in the same job classification series or a closely related job classification series at a lower DBM rating. The recruitment, examination and selection rules do not apply to these appointments. The employee must meet the minimum qualifications of the new position.

5 PR 055. Appointment by Promotion

(a) Promotion means the movement of an employee from one position to another position in a higher classification or salary range without a break in service.

(b) Employees will be promoted only when the employee has met the minimum qualifications of the higher position.

5 PR 060. Re-employment.

(a) At the discretion of the department director an employee who separated in good standing may be re-employed in the same classification without examination provided the re-employment takes place within three (3) years of the employee's separation. For these appointments the recruitment, examination and selection rules do not apply.

(b) To be eligible for re-employment the former employee must meet the current minimum qualifications of the classification.

(c) All re-employment appointments of former permanent employees to a permanent position will require a new probationary period.

(d) A former temporary, PRN, casual or seasonal casual employee may only be re-employed under this rule in a position of the same appointment type.

**RULE 6
PROBATIONARY PERIODS**

Sections

005. Purpose

010. Duration

015. Examination during Probationary Period

020. Rights and Obligations of the Supervisor during the Probationary Period

025. Change in Classification

030. Separation during Probationary Period

035. Prior Permanent Status

040. Permanent Appointment

6 PR 005. Purpose.

The probationary period is a part of the examination process for employees in the classified service. The probationary period is used for orienting and training the employee, closely observing and evaluating the employee's performance, and separating an employee who fails to satisfactorily complete the probationary period, as decided by the department director based on any lawful judgment, whether or not objective.

6 PR 010. Duration.

- (a) The probationary period for full time employees in decision bands A and B is six (6) calendar months. For less than full time employees in decision bands A and B, the probationary period is 1040 hours in work status.
- (b) The probationary period for full time employees in decision band C is one (1) year. For less than full time employees in decision band C, the probationary period is 2080 hours in work status.
- (c) With the approval of the Chief Executive Officer, the probationary period may be extended one or more times provided that the original probationary period plus extensions may not exceed double the duration of the original probationary period.

6 PR 015. Examination during Probationary Period.

A probationary employee must satisfactorily complete a training plan during his or her probationary period. The training plan will include all key performance areas of the position as well as such attributes as dependability, interpersonal skills, customer service, and any other attributes or skills necessary for the employee to adequately perform the duties of the position.

Probationary employees must demonstrate an acceptable level of proficiency in all areas of the training plan prior to successfully completing the probationary period.

6 PR 020. Rights and Obligations of the Supervisor during the Probationary Period

A supervisor must prepare a training plan for the probationary employee. Such training plan must be in place prior to the employee's first day of work. The supervisor shall meet with the employee on a regular basis to discuss the employee's progress, or lack of progress, in completing the training plan.

A supervisor shall have the right to determine, at any time during the probationary period, that the probationary employee does not have the knowledge, skills, abilities or attributes to be successful in the position.

6 PR 025. Change in Classification.

No employee may transfer to a different position, department or unit during his/her probationary period unless indicated by business considerations or patient care needs.

6 PR 030. Separation during Probationary Period.

A probationary employee who does not satisfactorily complete a probationary period may be separated at the direction of the department director without cause. The department director shall notify the employee in writing of the separation. A probationary employee does not have the right to appeal a separation.

6 PR 035. Prior Permanent Status.

(a) An employee with permanent status who becomes probationary because of a promotion, appointment to an unrelated classification at the same salary range, or voluntary demotion to a classification not formerly held and fails to complete the new probationary period will be returned to the previous classification in which permanent status was held providing a vacancy exists.

(b) If a vacancy does not exist in the previous classification in which permanent status was held, the employee is placed on layoff status for the last classification where the employee held permanent status.

6 PR 040. Permanent Appointment.

(a) In order for a probationary employee to become permanent, the employee must receive an end-of-probation performance evaluation with an overall rating of “meets” or better.

(b) A probationary appointment becomes permanent on the employee’s first day of work following completion of the probationary period unless the department director takes action to separate, reassign, or extend the probationary period of the employee in accordance with 6 PR 010(c).

RULE 7**HOURS OF WORK, SCHEDULING AND HOLIDAYS****Section****005. Scheduling Hours of Work****010. Normal Work Period****015. Normal Work Week****020. Normal Work Day****025. Weekends****030. Rest Between Shifts****035. Alternate Work Schedule****040. Posting of Work Schedules****045. Adjustments in Posted Work Schedules****050. Flexible Workweek Waiver****055. Meal Periods****060. Rest Periods****065. Low Census Release****070. Employee Furlough**

075. Holidays**7 PR 005. Scheduling Hours of Work.**

Each department director shall establish the scheduled hours of work for employees within the director's department. Hours of work for full-time employees may not be less than the minimum established in 7 PR 010.

7 PR 010. Normal Work Period.

(a) The normal minimum work period for full-time employees with allowances for holidays and leaves of absence is:

- (1) Forty (40) hours within a seven (7) day period,
- (2) Eighty (80) hours within a fourteen (14) day period,
- (3) Thirty-six (36) hours within a seven (7) day period, or
- (4) Seventy-two (72) hours within a fourteen (14) day period.

(b) The work period will be designated at time of appointment and may be changed with reasonable notice.

(c) Work periods that extend beyond seven (7) days are only applicable to positions that qualify under Section 7(j) of the Fair Labor Standards Act.

7 PR 015. Normal Work Week.

Unless otherwise provided, thirty-six (36) and forty (40) hour work periods begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. Seventy-two (72) and eighty (80) hour work periods begin at 12:00 a.m. on Sunday and end fourteen days later on Saturday at 11:59 p.m.

7 PR 020. Normal Work Day.

The normal work day for full time employees is either eight (8) hours of actual attendance on duty or twelve (12) hours of actual attendance on duty.

7 PR 025. Weekends.

(a) Full-time and part-time employees will normally be scheduled to work no more than two (2) out of every four (4) weekends.

- (1) The weekend for day and evening shift employees is defined as Saturday and Sunday.
- (2) The weekend for night shift employees is defined as Friday night and Saturday night.

- (b) A full-time or part-time employee who is scheduled to work more than two (2) out of every four (4) weekends will be compensated in accordance with 10 PR 120 (Premium Pay) for all hours worked on those weekends and all consecutive weekends worked until a scheduled weekend off.
- (c) A full-time or part-time employee who is required to work on an unscheduled weekend will be compensated for all hours worked in accordance with 10 PR 120 (Premium Pay)
- (d) A full-time or part-time employee who voluntarily signs a waiver to work more frequent weekends or who voluntarily agrees to an extra weekend shift after the schedule is posted, is not eligible for compensation in accordance with 10 PR 120 (Premium Pay).
- (e) An employee, except a salaried employee, who works on the weekend shall receive a weekend differential for each hour worked in accordance with 10 PR 135.

7 PR 030. Rest Between Shifts.

- (a) An employee shall be provided with at least ten (10) hours off duty between shifts.
- (b) An employee who is required to return to work within ten (10) hours of the completion of their last shift will be compensated in accordance with 10 PR 120 (Premium Pay) for all hours worked on that shift unless the employee is receiving on-call pay.

7 PR 035. Alternate Work Schedule.

An alternate work day other than eight (8) or twelve (12) hours may be established within a work period defined in 7 PR 010.

7 PR 040. Posting of Work Schedules.

Four (4) week work schedules shall be posted ten (10) days prior to the beginning of the first covered work period.

7 PR 045. Adjustments in Posted Work Schedules.

Work schedules may be adjusted to maintain an effective and orderly operation.

Seven (7) days prior notice is required when a full-time or part-time employee's work schedule is adjusted. If seven (7) days prior notice is not practicable, the provisions of 10 PR 120 (premium pay) apply.

7 PR 050. Flexible Workweek Waiver

Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with approval of the department director, work a flexible work schedule provided the schedule does not result in premium pay.

7 PR 055. Meal Periods.

- (a) An employee who works a shift of six (6) hours or more shall receive an unpaid meal period of thirty (30) minutes at approximately the midpoint of the shift.
- (b) An employee who is required to remain on duty for a total of sixteen (16) hours shall receive an additional unpaid meal period of thirty (30) minutes.
- (c) Employees required to remain on duty during the meal period shall be compensated at the appropriate rate of pay.

7 PR 060. Rest Periods.

- (a) An employee shall be allowed two (2) paid rest periods of fifteen (15) minutes each during a shift of at least eight hours.
- (b) An employee shall be allowed three (3) paid rest periods of fifteen (15) minutes each during a shift of twelve (12) hours or more.
- (c) If continuous operation is required, the employer shall provide a substitute during the rest period when practicable.

7 PR 065. Low Census Release.

- (a) Notwithstanding the provisions of 7 PR 005 – 015, the department director or a designee may, due to low census, release an employee from duty. The employee will be charged personal leave for the release period unless the employee elects to be placed on leave without pay.
- (b) An employee who is released from duty within the first four (4) hours of the scheduled shift, shall be compensated in accordance with 10 PR 130 (Report Pay).
- (c) An employee who is released from all or part of a scheduled work day due to low census shall continue to receive credit toward health benefits for the scheduled but unworked hours.

7 PR 070. Employee Furlough.

Notwithstanding the provisions of 7 PR 005 - 015, the Chief Executive Officer may, at his or her discretion, reduce the minimum work week or normal work day for all employees in response to fiscal constraints.

7 PR 075. Holidays.

- (a) The following days are recognized as holidays:
 - (1) the first of January, known as New Year's Day

- (2) the third Monday in January, known as Martin Luther King Jr.'s Birthday
- (3) the third Monday in February, known as President's Day
- (4) the last Monday in May, known as Memorial Day
- (5) the fourth of July, known as Independence Day
- (6) the first Monday in September, known as Labor Day
- (7) the 18th of October, known as Alaska Day
- (8) the 11th of November, known as Veteran's Day
- (9) the fourth Thursday in November, known as Thanksgiving
- (10) the day after Thanksgiving
- (11) the 25th day of December, known as Christmas

(b) If a holiday falls on Sunday, a department may choose to observe the holiday on the following Monday.

(c) If a holiday falls on Saturday, a department may choose to observe the holiday on the preceding Friday.

(d) The observance of Christmas will begin with the commencement of the designated evening shift on December 24 and continue through the end of the designated day shift on December 25. If an employee is scheduled to work a day shift on December 24 and an evening shift on December 25, the employee shall receive holiday pay for the evening shift on December 25.

(e) The observance of New Year's Day will begin with the commencement of the designated evening shift on December 31 and continue through the end of the designated day shift on January 1. If an employee is scheduled to work a day shift on December 31 and an evening shift on January 1, the employee shall receive holiday pay for the evening shift on January 1.

(f) Full-time and part-time employees are required to use one day of personal leave for each designated holiday unless the employee works on the holiday or it is the employee's scheduled day off.

(g) Employees who work on a day listed in 7 PR 075(a)(1)-(11) will be compensated in accordance with 10 PR 125 (Holiday Pay) or 10 PR 110 (Overtime), whichever is applicable. Employees who work on a rescheduled holiday provided for in 7 PR 075(b) and (c) are not eligible for Holiday Pay.

RULE 8

PERFORMANCE EVALUATIONS

Section

005. Basis

010. Frequency and Standards

015. Discussion

020. Rebuttal

025. Performance Improvement Plans

8 PR 005. Basis.

Performance evaluations will be based on quantity of work, quality of work, adherence to CARE values, employee conduct and other characteristics that measure the value of the employee's service.

8 PR 010. Frequency and Standards.

(a) The Human Resources Director shall prescribe the form and frequency of performance evaluations.

(b) A performance evaluation for full-time, part-time, casual and PRN employees must be completed at the end of the probationary period and at least once every 12 months thereafter.

(c) A performance evaluation for seasonal full-time and seasonal casual employees must be completed at the end of the probationary period and at the end of each work season thereafter.

(d) Nothing in sections (a) through (c) precludes a supervisor from conducting performance evaluations on a more frequent basis.

(e) Supervisors shall establish standards of performance as a basis for evaluation that relate to the duties of the employee's position.

(f) The Human Resources Director shall provide training and written guidelines to promote uniformity of standards by different raters.

(g) A performance evaluation shall be completed for each permanent employee who accepts another BRH position or separates from BRH service.

8 PR 015. Discussion.

The employee's immediate supervisor shall discuss the evaluation with the employee to assist the employee in understanding the degree to which the employee has met the requirements of the position and what actions the employee may take to improve performance.

8 PR 020. Rebuttal.

(a) Performance evaluations are an exercise of management rights and the contents of an evaluation may not be the subject of a grievance or other relief under these rules.

(b) An employee who disagrees with a performance evaluation may submit a written rebuttal to his or her supervisor within ten days of the date the evaluation is delivered to the employee. The Human Resources Director may, at his or her discretion, extend the time frames for the rebuttal.

(c) The employee shall be allowed no more than 2 hours of work time to prepare the written rebuttal.

(d) The rebuttal will be attached to the employee's evaluation and included in the employee's personnel file.

8 PR 025. Performance Improvement Plans.

(a) When, at the discretion of the supervisor, a permanent employee's performance needs improvement, the supervisor shall implement a performance improvement plan. Such plan must be reduced to writing. Areas of deficient performance will be articulated along with what standards must be met in order to achieve an acceptable level of performance. The performance improvement plan shall cover a specific period of time, but may not exceed 1040 hours.

(b) During the performance improvement period, the supervisor and the employee shall meet on a regular basis to discuss the employee's progress, or lack thereof, in the deficient areas of performance.

(c) At the end of the performance improvement period, the supervisor shall prepare a formal evaluation. If the employee's performance has not improved in any of the areas covered in the plan, the employee may be subject to disciplinary action in accordance with 13 PR 015 - 035.

(d) Nothing in this section precludes the supervisor from concluding the employee is not making satisfactory progress on the performance improvement plan. Should such a decision be reached the employee may be subject to disciplinary action.

RULE 9

ORIENTATION AND TRAINING

Section

005. General

010. Priorities

015. New Employee Orientation

020. Internships and Clinical Practicums

025. Training Reimbursement

030. Training Reimbursement Schedule

035. Licenses and Certifications

9 PR 005. General.

The Human Resources Director will assist department directors in the establishment of new employee orientation and will provide human resource related training.

9 PR 010. Priorities.

(a) Training resources will be allocated according to the following priorities:

- (1) Training necessary for employees to continue in their current positions because of changes to work processes, procedures or tools.
- (2) Training in safe working practices and responding to emergencies.
- (3) Training to improve performance in an employee's current position.
- (4) Training to prepare employees for other positions.

9 PR 015. New Employee Orientation.

- (a) All new employees will attend orientation concurrent with their first scheduled work day unless an exception is authorized by the Human Resources Director.
- (b) All new employees will complete Fire, Life & Safety orientation within thirty (30) days of appointment.
- (c) All new employees will complete departmental orientation within thirty (30) days of appointment.

9 PR 020. Internships and Clinical Practicums.

- (a) Department directors, with the approval of the Human Resources Director, may establish internships or clinical practicums. Such programs must have definable educational goals consistent with the type of work performed. Interns or clinical practicums will be appointed under the conditions of 5 PR 016.
- (b) In order to be eligible for an internship a student must demonstrate proof of enrollment or recent graduation from an accredited secondary institution, at an accredited college or university at the undergraduate or graduate level, or at an accredited post-secondary vocational school in a related field of study.
 - (1) If currently enrolled in a related degree program, the student must be enrolled at least half time during his or her period of employment, or be receiving credit towards program completion if the program requires a full time work related placement. If the internship is during a regularly scheduled school break, the student must be able to demonstrate enrollment for the previous school year, and enrollment for the upcoming school year.
 - (2) If a recent graduate, the student will work toward gaining the experience required to practice independently.
 - (c) Current students of an accredited healthcare program, upon execution of an agreement with an accredited educational institution, may participate in a clinical practicum as part of their educational degree requirements.

9 PR 025. Training Reimbursement.

(a) Department Required Training. This section applies to training which is at the department's direction and is intended to provide the employee with additional skills and knowledge to maintain or improve performance in the employee's current position

(1) The department shall pay for registration, tuition, textbooks and other course fees and materials incurred when an employee attends department required training. The textbooks and materials remain the property of the department unless otherwise authorized by the department director.

(2) If the employee fails to attend the training without good cause, adverse employment action may ensue including discipline and/or a requirement to repay travel and training costs.

(b) Employee Requested Training. This section applies when an employee requests funding to attend a course seminar, workshop, correspondence course or other type of training that is not required by the department. Requests for employee training may be granted when funds are available and after priority training needs for the department have been met.

(1) Costs paid for by the employer may include registration, tuition or other course fees. The employee will pay for textbooks and other materials that remain the property of the employee.

(2) Written requests for training funding require approval of the department director and the Chief Executive Officer or his or her designee. Requests must include all information requested by the department director, but at minimum must include:

(A) A description of the training with an explanation of how the training will benefit the employee in the employee's current position;

(B) An estimate of the total cost for the training and the amount proposed for payment;

9 PR 030. Training Reimbursement Schedule.

(a) When BRH's cost share of employee requested training exceeds \$500.00, prior to execution of payment, the department director and the employee shall enter into a reimbursement agreement. Such agreement must be in writing and signed by both the employee and the department director. The reimbursement schedule will be as follows;

(1) 100 percent if the employee fails to complete the training with a "pass" or if a grade is given, "C-" or higher, or separates from the position as a result of the employee's own actions, or for cause, before 26 weeks from completion of the training or certification;

(2) 75 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 26 weeks, but before 52 weeks from completion of the training or certification;

(3) 50 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 52 weeks, but before 78 weeks from completion of the training or certification;

(4) 25 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 78 weeks, but before 104 weeks from completion of the training or certification.

(b) In cases of extenuating circumstances, the Chief Executive Officer may waive the training reimbursement agreement at his or her discretion.

(c) The BRH shall have the right to obtain training reimbursement from the employee by deduction from the employee's final paycheck any monies due according to the schedule above or by other legal means in accordance with 18 PR 085.

9 PR 035. Licenses and Certifications.

An employee is responsible for maintaining all licenses and certifications necessary to maintain the minimum qualifications for the position and job classification to which allocated. The department director may, at his or her discretion, authorize payment for obtaining and maintaining a nationally recognized job related specialty certification.

RULE 10 PAY

Section

005. Scope

010. General

015. Basis of Pay

020. Beginning Pay

025. Prior Experience Credit

030. Former Employee

035. Movement within a Job Classification Series

040. Movement to another Job Classification Series

045. Discretionary Pay

050. Involuntary Demotion

055. ADA reassignment

060. Transfer and Lateral Movement

065. Review Date

070. Merit Increase

075. Merit Increase Not Earned

080. Step Reduction

085. Longevity Pay

090. Temporary Assignment Pay

095. Acting in a Higher Range Pay

100. Shift Differentials

- 105. On-Call Pay**
- 110. Overtime Defined**
- 115. Overtime Rate**
- 120. Premium Pay**
- 125. Holiday Pay**
- 130. Report Pay**
- 135. Weekend Differential**
- 140. Certification Pay**
- 145. Preceptor Pay**
- 150. Patient Transports**
- 155. Adjustments in Posted Work Schedules**
- 160. Total Remuneration**

10 PR 005. Scope.

This Rule covers all employees in the classified and partially exempt services.

10 PR 010. General.

The Human Resources Director shall allocate classifications to pay ranges based on the classification plan.

10 PR 015. Basis of Pay.

(a) An employee is paid according to the DBM rating and salary schedule assigned to the position occupied by the employee.

(b) An employee paid on a salary basis who works less than full time shall be paid on a prorated basis.

10 PR 020. Beginning Pay.

Except as provided in 10 PR 030 (former employee), upon initial hire, the Human Resources Director, at his or her sole discretion, may place a new employee up to and including Step 4 of the DBM rating of that classification. Such placement will be in accordance with the salary placement policy.

10 PR. 025. Prior Experience Credit

Upon successful completion of the initial probationary period and the request of the employee, the Human Resources Director may authorize up to two (2) additional steps at a rate of 1040 hours for each year of experience related to the employee's current position. Experience credit will be applied in accordance with 10 PR 070. The hours recognized under this provision shall not be credited for any purpose other than step placement.

10 PR 030. Former Employee.

A former employee eligible for non-competitive re-employment under 5 PR 065, and who remained current in their field through subsequent employment, shall be placed at the step that most closely matches the employee's former rate of pay to the salary schedule since the employee's date of separation.

10 PR 035. Movement within a Job Classification Series.

Movement of an employee within a distinct job classification series will not alter the employee's accrued review hours for the purpose of step placement.

(a) An employee who moves to a higher DBM rating within the job classification series shall serve a new probationary period.

(b) An employee who moves to a lower DBM rating within the job classification series shall not serve a new probationary period.

10 PR 040. Movement to another Job Classification Series.

The step placement of an employee who moves from one distinct job classification series to another will be determined as follows:

(a) Promotion:

(1) An employee at steps one (1) through (3) who experiences a change in classification to a higher DBM rating shall be placed at step one (1) of the salary schedule for the new position or at such higher step that equals at least the pay rate of a one (1) step increase in the former range

(2) An employee at step four (4) or above who experiences a change in classification to a higher DBM rating shall be placed at step one (1) of the salary schedule for the new position or at such higher step that equals at least the pay rate of a two (2) step increase in the former range.

(3) A promoted employee shall serve a new probationary period, the employee's review hours shall be established at the base hours for that step on the salary schedule and the employee shall begin to accrue review hours from that point.

(b) Demotion:

(1) An employee who experiences a change in classification to a lower DBM rating shall, if they held the classification previously during the employee's current period of employment, be placed at the step the employee would have earned had the employee remained in the former classification. The employee shall not serve a new probationary period if the employee formerly held permanent status in the job class.

(2) An employee who experiences a change in classification to a lower DBM rating for a classification not previously held, shall be placed at a step determined by the Human Resources

Director provided, however, that the step placement does not exceed the pay rate of one step below the step of the higher DBM Rating. The employee shall serve a new probationary period, the employee's review hours shall be established at the base hours for that step on the salary schedule, and the employee shall begin to accrue review hours from that point.

10 PR 045. Discretionary Pay.

(a) The Human Resources Director may, at his or her sole discretion, authorize a rate of pay above that provided for in 10 PR 020 – 10 PR 040. Notification must be provided to the employee including any conditions that must be met to retain the discretionary pay.

(b) The Human Resources Director may, at his or her sole discretion, terminate previously authorized discretionary pay with at least fourteen (14) days written notice to the employee.

(c) When an employee's rate of pay is reduced due to changes in market conditions and the employee retains the same DBM rating, the employee shall be placed at the step of the DBM rating that equals the employee's current rate of pay. If there is not a step within the DBM rating that equals the employee's current rate of pay, the employee shall be placed at the step that is closest to without exceeding, the employee's current rate of pay. The employee's pay will be frozen until such time as the salary of the assigned DBM rating and step equals or exceeds the employee's frozen rate of pay.

10 PR 050. Involuntary Demotion.

An employee demoted for cause enters the new range at a step no higher than the one occupied in the former range. The employee's review hours shall be established at the base hours for that step on the salary schedule, and the employee shall begin to accrue review hours from that point.

10 PR 055. ADAAA Reassignment as amended.

(a) An employee who is reassigned as a reasonable accommodation under the Americans with Disabilities Act shall enter the new range at a step no higher than the one the employee occupied in the former range.

(b) The employee shall serve a new probationary period and establish a new merit anniversary.

10 PR 060. Transfer and Lateral Movement.

(a) The review hours and step placement of an employee transferred in accordance with 5 PR 040 with no change in job classification and DBM rating will not change due to the transfer.

(b) The step placement of an employee transferred to a closely related job classification in accordance with 5 PR 040 will not change. The employee's review hours will remain the same unless the employee serves an amended probationary period.

(c) The step placement of an employee who laterally moves to a position that is not considered a transfer in accordance with 5 PR 040 will not change. The employee will serve a new probationary period and the employee's review hours shall be established at the base hours for that step on the salary schedule, and the employee shall begin to accrue review hours from that point.

10 PR 065. Review Date.

An employee's review date is the first day of the pay period following 2,080 hours in pay status or twenty-six (26) consecutive pay periods, whichever occurs later.

10 PR 070. Merit Increase.

(a) Steps 2 through 13 in the pay schedule recognize merit. Permanent and partially exempt employees are eligible for step increases on his or her review date in accordance with the schedule outlined in 10 PR 070 (b).

(b) A step increase of 1 step in the pay range is given to a permanent or partially exempt employee who receives an overall performance rating of "meets" or better. Such increase is due when the employee reaches his or her date set in accordance with 10 PR 065 according to the following schedule:

(1) Steps 2 through 4: One (1) year of service. One (1) year of service is defined as 2,080 hours in pay status or twenty-six (26) pay periods of continuous service, whichever is greater.

(2) Beyond step 4: Three (3) years of service. Three (3) years of service is defined as 6,240 hours in pay status or seventy-eight (78) pay periods of continuous service, whichever is greater.

(c) The Chief Executive Officer may award up to 4,160 review hours and advance the review date of an employee who receives an overall performance rating of "outstanding", and where other exceptional circumstances exist. The award of additional review hours shall be considered to meet the equivalent continuous service requirement.

10 PR 075. Merit Increase Not Earned.

(a) If an employee receives an overall performance rating of less than "meets," the employee shall not be eligible for a merit increase.

(b) The employee's review date does not change when a step increase has not been earned due to less than acceptable performance.

(c) If the employee's overall performance rating reaches "meets" a step increase will be given effective the first day of the pay period following the "meets" evaluation.

(d) Should a merit increase be withheld, the supervisor must implement a performance improvement plan consistent with the provisions of 8 PR 025.

10 PR 080. Step Reduction.

(a) If an employee receives an overall performance rating of “unacceptable” the department director may reduce the employee’s step placement by one step, after consultation with the Human Resources Director in accordance with 13 PR 035.

(b) The employee’s review date does not change when a step has been reduced or restored. The reduction is effective the first day of the pay period following written notice to the employee. Not less than 2 pay periods must pass before a step reduction may be restored.

(c) If the employee’s overall performance rating reaches “meets” the former step will be restored effective the first day of the pay period following the “meets” evaluation.

(d) If an employee receives a step reduction, the supervisor must implement a performance improvement plan consistent with the provisions of 8 PR 025.

10 PR 085. Longevity Pay

Fulltime and part-time employees with greater than 31,200 benefit hours shall receive an annual longevity award in accordance with 18 PR 055 providing the employee receives an overall performance rating of “meets” or better on his or her review date.

10 PR 090. Temporary Assignment Pay.

(a) An hourly employee temporarily assigned the duties of a higher level position because the incumbent is on leave or the position is vacant is paid temporary assignment pay.

(b) Temporary assignment of duties under this section may not exceed two (2) weeks.

(c) An employee is not entitled to temporary assignment pay when the incumbent of the higher level position is on a scheduled day off work.

10 PR 095. Acting in a Higher Range Pay.

(a) Regular Compensation for Acting in a Higher Range

(1) When an employee is assigned to perform the duties of a higher classification under 5 PR 035, the employee shall be paid according to the DBM rating and salary schedule of the higher level position. Step placement in the higher DBM rating shall be the same as if the employee were promoted to the higher classification.

(2) An employee who is acting in a higher range is not eligible for the higher job class rate of pay when on leave. Leave time shall not reduce the overall duration of the acting in a higher range appointment.

(b) Overtime Compensation for Acting in a Higher Range Appointment. An hourly employee appointed to a higher level job class in a salaried position remains eligible for overtime pay.

(c) Overtime Compensation for a Salaried employee working in an Hourly position. A salaried employee who works, with the approval of his/her director, out of class in an hourly position and who works the majority of his or her work day performing the duties that are normally compensated at an hourly rate of pay, shall be eligible for overtime compensation for hours exceeding the thresholds defined in 10 PR 110.

10 PR 100. Shift Differentials.

An employee, paid on an hourly basis, and who is assigned to work a designated evening or night shift, shall be paid the applicable shift differential in addition to the employee's straight time rate of pay.

(a) An employee who works four (4) or more hours between 2:00 p.m. and 10:00 p.m. will be paid evening shift differential.

(b) An employee who works four (4) or more hours between 10:00 p.m. and 6:00 a.m. will be paid night shift differential

(c) Once the payment of shift differential has commenced, the employee will be paid the applicable shift differential through the conclusion of the employee's shift.

(d) Hours worked by an employee in on-call status shall not be considered shift differential hours.

(e) The hourly premium pay rate associated with shift differential is provided in 18 PR 010.

(f) An employee who has the flexibility to set their own work hours without impacting the operations of the BRH may, with supervisory approval, waive their right to applicable shift differential. The waiver must be in writing and may be cancelled with written notice at least fourteen (14) days prior to posting of the next work schedule.

10 PR 105. On-Call Pay.

(a) An employee assigned to on-call duty is paid on-call pay for each hour of on-call duty.

(b) The hourly on-call rate is provided in 18 PR 015. An employee assigned to on-call duty on a holiday is paid at one and one-half (1½) times the hourly on-call rate.

(c) If called back the employee is paid at the overtime rate and on-call pay ceases.

(e) On-call status is not credited to an employee for purposes of determining overtime eligibility, longevity increments or fringe benefits.

(e) On-call pay is available only to full-time, seasonal full-time, and part-time employees paid an hourly rate.

10 PR 110. Overtime Defined.

All overtime must be pre-approved by the employee's immediate supervisor or his or her designee.

(a) All hours worked in excess of forty (40) hours in a workweek, excluding hours paid at a premium rate of pay, is paid at the overtime rate.

(b) Only hours worked count toward the overtime threshold.

(c) Overtime pay is available only to an employee paid an hourly rate.

(d) There shall be no pyramiding or duplication of overtime pay and/or other premium compensation.

10 PR 115. Overtime Rate.

The overtime rate for an hourly paid employee is one and one-half (1 ½) times the blended rate of pay.

10 PR 120. Premium Pay

(a) Premium pay is any rate of pay other than overtime paid at the rate of one and one-half (1 ½) times the straight time rate of pay. If the total hours worked in the work day or period result in overtime, the premium hours shall be considered and paid as overtime.

(b) Premium pay is available only to an employee paid an hourly rate.

10 PR 125. Holiday Pay.

(a) An hourly employee who works on a day listed in 7 PR 075(a)(1)-(11) is paid at one and one-half (1 ½) times the employee's straight time rate of pay for hours worked.

(b) An hourly employee who works overtime as defined in 10 PR 110 on a day listed in 7 PR 075(a)(1)-(11) is paid for the overtime hours at two (2) times the employee's straight time rate of pay.

(c) An hourly employee not normally scheduled to work holidays may waive his or her right to holiday pay, and with prior written supervisory approval, work the holiday at the employee's straight time rate of pay.

10 PR 130. Report Pay

(a) Unless notified in advance, an hourly employee who reports to work as scheduled and is released for any reason other than discipline shall receive a minimum of four (4) hours pay at the employee's straight time rate of pay.

(b) An hourly employee shall not be eligible for Report Pay if the employer made reasonable attempts to contact the employee by telephone, including unanswered calls, messages left with third parties, or through an employee's voice mail account.

10 PR 135. Weekend Differential.

(a) An hourly employee scheduled to work on the weekend shall receive a weekend differential in accordance with 18 PR 030.

(b) An hourly employee who has the flexibility to set his or her own work hours without impacting business operations may, with prior written supervisory approval, waive their right to weekend differential.

(c) An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

10 PR 140. Certification Pay.

(a) An employee, who holds a nationally recognized certification(s) that meets the criteria determined by policy, and who has worked 312 or more hours within the previous calendar year, shall be eligible for certification pay annually in accordance with 18 PR 045.

(b) To be eligible for payment, an employee holding a nationally recognized certification(s) which is not required of the position the employee holds, and for which the expenses were borne by the employee, must provide a copy of each certification and requested documentation to the Human Resources Director prior to January 1st of the first year holding such certification and after each renewal.

(c) Certification pay will be distributed the first pay period in February.

(d) An employee who receives certification pay shall work in the discipline for which they hold certification if requested to do so.

10 PR 145. Preceptor Assignment.

(a) The department director may authorize an employee who meets the criteria defined in the Preceptor Policy to serve as a preceptor.

(b) An employee who serves as a preceptor shall be compensated in accordance with 18 PR 020.

10 PR 150. Patient Transports

- (a) An employee who is selected to act as an escort for a patient who is being transported to another facility, and accompanies the patient out-of-town, shall receive eight (8) hours of pay at the employee's straight time rate per trip.
- (b) If weather conditions render it impossible for the employee to return to Juneau within twenty-four (24) hours from departure, the employee shall receive an additional eight (8) hours of pay at the employee's straight time rate for each additional twenty-four (24) hour period.
- (c) If provisions of the Fair Labor Standards Act provide a greater benefit the provisions of the Act are to be followed.

10 PR 155. Adjustments in Posted Work Schedules.

- (a) An employee who is required to report to work in advance of a scheduled shift and continues to work the scheduled shift, will be compensated for all hours worked prior to the scheduled shift in accordance with 10 PR 120.
- (b) A fulltime employee who is released from duty during a scheduled shift and asked to report for a later shift will be compensated for a minimum of four (4) hours for the scheduled shift. All hours worked during the later shift will be compensated in accordance with 10 PR 120.
- (c) An employee who is directed to delay reporting to a scheduled shift will be compensated for all hours worked outside the scheduled shift in accordance with 10 PR 120.
- (d) An employee who is required to report to work on their regular day off or during non-scheduled hours shall be compensated for a minimum of three (3) hours in accordance with 10 PR 120 providing the employee is not on-call due to a low census release. If the employee is required to report to work more than once within a given three (3) hour window the employee will be compensated for a maximum of three (3) hours unless the actual time worked exceeds three (3) hours.
- (e) An employee who is required to substantively respond by telephone or computer shall be compensated for a minimum of thirty (30) minutes. Hourly employees will be compensated for this time in accordance with 10 PR 120.
- (f) The provisions of this section, with the exception of (e), only apply to full-time and part-time employees.
- (g) In lieu of compensation under (a) – (d) above, a PRN employee will receive a PRN Premium in accordance with 18 PR 035.

10 PR 160. Total Remuneration.

No salary, wage or benefit may be paid to an employee except as provided in these rules, by ordinance or resolution of the Assembly, or as required by state or federal law.

RULE 11

LEAVE

Section

005. Scope

010. Accrual Rates

015. Personal Leave Cash-in

020. Accrual During Disciplinary Leave

025. Increase of Leave Accrual

030. Minimum Leave Use

035. Maximum Leave Carry-over

040. Use of Personal Leave

045. Use of Personal Leave for Holidays

050. Direction to Take Leave

055 Bereavement Leave

060. Use of Leave to Supplement Workers' Compensation

065. Leave Without Pay

070. Leave of Absence

075. Family/Medical Leave

080. Cancellation of Leave.

085. Effect of Leave Without Pay

090. Employee Furlough

095. Jury Duty Leave

100. Employer Witness Duty

105. Military Leave Without Pay

110. Military Leave with Pay

115. Emergency Service Leave

**120. Maximum Paid Military and Emergency
Service Leave**

125. Educational Leave

130. Professional Leave

135. Donation of Leave

140. Personal Leave on Separation

11 PR 005. Scope.

This Rule covers absences from regularly scheduled work for employees with probationary or permanent full-time or part-time status or partially exempt status. Full-time seasonal, casual, casual seasonal, PRN temporary and emergency employees shall not be subject to personal leave accrual or use.

11 PR 010. Accrual Rates.

(a) The rate of accrual is determined as follows:

(1) For employees with less than 2,081 hours of employment, the total number of hours in pay status within the pay period is multiplied by .1000;

(2) For employees with 2,081 but less than 4,161 hours of employment, the total number of hours in pay status within the pay period is multiplied by .1385;

(3) For employees with 4,161 but less than 10,401 hours of employment, the total number of hours in pay status within the pay period is multiplied by .1500;

(4) For employees with at least 10,401 but less than 20,801 hours of employment, the total number of hours in pay status within the pay period is multiplied by .1615;

(5) For employees with at least 20,801 hours of employment, the total number of hours in pay status within the pay period is multiplied by .1846.

(b) Hours of employment for the purpose of computing an employee's personal leave accrual rate includes all hours an employee is compensated for, except on-call hours.

(c) Pay status for the purpose of computing pay period leave accrual includes all hours an employee is compensated for, except on-call hours.

(d) If a former employee who left in good standing returns to BRH service, the employee shall be placed at the level of leave accrual formerly held.

(e) The Chief Executive Officer may, at his or her discretion, authorize an advanced leave accrual rate.

(f) Upon appointment, Directors are advanced six (6) months (104 hours) of leave accrual. No additional leave accrual is granted until the indebtedness is satisfied.

11 PR 015. Personal Leave Cash-in.

(a) An employee who has completed his or her initial probationary period may cash in personal leave providing the employee's leave balance after the cash-in is not less than 80 hours. The Chief Executive Officer may, at his or her discretion, authorize an exception for an unforeseen hardship.

(b) A personal leave cash-in does not count toward minimum leave use requirements.

11 PR 020. Accrual During Disciplinary Leave.

Leave is not accrued for any pay period during which an employee is absent on disciplinary leave.

11 PR 025. Increase of Leave Accrual.

A change to an employee's rate of accrual is effective on the first day of the pay period following the pay period in which the employee meets the hours threshold for the next higher accrual rate.

11 PR 030. Minimum Leave Use.

(a) An employee must use not less than 120 hours of personal leave during the calendar year. Leave cashed in or donated shall not count as use for purposes of this rule. The 120 hours will be prorated for part-time employees.

(b) Minimum leave not used is deducted from the employee's leave balance on January 1st of the following calendar year unless the employee's department director certifies in writing that there was no opportunity for the employee to use the leave. An employee may not receive any credit or compensation for deducted leave.

11 PR 035. Maximum Leave Carry-over.

(a) Accrued personal leave may not exceed 750 hours on the first day of the calendar year. Leave in excess of 750 hours is paid out to the employee at his or her current base rate of pay and will be included in the employee's pay for the first pay period in January.

11 PR 040. Use of Personal Leave.

(a) Personal leave may be granted at any time the work load permits with the prior approval of the employee's supervisor.

(1) Requests for personal leave must be made no less than fourteen (14) days prior to the date the work schedule is to be posted.

(2) Employees will be notified in writing within one (1) week of submittal whether the request for personal leave is approved.

(3) Employees requesting personal leave ninety (90) or more days in advance, but no further than eleven (11) months in advance, will be notified in writing within thirty (30) days of the request whether the requested personal leave is approved.

(4) An employee who requests personal leave at least ninety (90) days in advance may rescind the approved request up to thirty (30) days after the approval. Requests to rescind approved personal leave more than thirty (30) days after approval require the department director or his or her designee's consent.

(5) Nothing in this rule prohibits a department director from establishing policy that creates restrictions on the length or amount of leave allowable due to business operational requirements. Department specific rules must be approved by the Human Resources Director.

(b) Personal leave for medical reasons may be granted if the supervisor is satisfied that:

- (1) The employee is sick or disabled to the extent that the employee cannot perform regular duties;
- (2) The employee's presence on the job would jeopardize the health or safety of fellow employees or patients; or
- (3) The employee's presence is required to care for the employee's family member as defined in the Family and Medical Leave Act or such others as may be approved by the Human Resources Director.

(c) Personal leave may also be used for Family Medical Leave purposes consistent with the provisions of 11 PR 075.

(d) A department director may require an employee to provide a statement from a health care provider or other acceptable proof that the conditions of this section have been satisfied before authorizing use of personal leave.

(e) An employee is required to promptly advise the supervisor or department director of his or her absence and the reason for his or her absence when requesting the use of unscheduled leave.

(f) An employee may not separate from service from leave status unless extenuating circumstances exist and approval is granted by the Human Resources Director.

11 PR 045. Use of Personal Leave for Holidays

- (a) An employee is required to use a day of personal leave for each designated or observed holiday unless the employee is required to work on the holiday or it is a regularly scheduled day off for the employee.
- (b) An employee using personal leave on a holiday who is called into work on the holiday shall not be required to use personal leave for the hours actually worked.
- (c) An employee who is not normally scheduled to work holidays may voluntarily sign a waiver and with supervisory approval, work the holiday at their straight time rate of pay in lieu of using personal leave.

11 PR 050. Direction to Take Leave

A supervisor or department director may direct an employee to use accrued leave when necessary to assure the employee uses the minimum required leave or when the employee's accumulated leave may exceed the maximum carry-over.

11 PR 055. Bereavement Leave.

- (a) When a death occurs in the employee's immediate family, upon request to the employee's supervisor, the employee may be granted a leave of absence with pay from scheduled work of up to forty (40) hours to participate in the memorial service and/or attend to the affairs of the deceased. The forty (40) hours will be prorated for part-time employees.
- (b) For an employee who must travel outside of Juneau, the leave of absence will be extended to ten (10) days. However, only the first forty (40) hours is compensated under this rule.
- (c) An employee who is on personal leave when a death occurs in his or her immediate family, may convert his or her personal leave to bereavement leave provided the employee submits a written request to his or her department director within five (5) business days of the employee's return from leave.
- (d) For purposes of this rule, immediate family member is defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, parent-in-law, son/daughter-in-law and other relationships as may be approved by the Human Resources Director.

11 PR 060. Use of Leave to Supplement Workers' Compensation.

- (a) An employee may supplement workers' compensation payments with the use of personal leave provided the employee's net compensation does not exceed what the employee would have received had the employee worked a regular schedule.
- (b) Employees receiving workers' compensation are on leave without pay for that time covered by the payments.

11 PR 065. Leave Without Pay.

- (a) An employee may be granted leave without pay provided the leave does not adversely impact the employer's operations. Except as provided in 11 PR 075 and 13 PR 030, an employee may not take leave without pay if the employee has accrued personal leave available for use.
- (b) Leave without pay in excess of five (5) days in a calendar year must be approved by the Chief Executive Officer or his or her designee unless authorized as family/medical leave under the provisions of 11 PR 075 or bereavement leave under the provisions of 11 PR 055.

11 PR 070. Leave of Absence.

- (a) A permanent employee may be granted a leave of absence without pay for up to one (1) year for educational, sabbatical, medical, or personal reasons upon approval of the Chief Executive Officer. Accrued but unused personal leave shall be paid to the employee as a lump sum at the employee's hourly pay rate when the leave of absence begins and is subject to 11 PR 135(b).
- (b) Upon return from an approved leave of absence:
 - (1) The employee will be placed in the position he or she previously held, if vacant;

- (2) If the position the employee previously held is not vacant, the employee will be offered another vacant position in the job classification or a closely related job classification for which the employee qualifies; or
- (3) If another position in the job classification or a closely related job classification is not available, the employee will be placed in layoff status.
- (4) If the employee fails to accept the position offered, the employee will be separated.

11 PR 075. Family/Medical Leave.

The BRH complies with the Family and Medical Leave Act and the Alaska Family Leave Act.

11 PR 080. Cancellation of Leave.

The BRH retains the right to cancel pre-approved leave when circumstances require such cancellation.

11 PR 085. Effect of Leave Without Pay.

During each pay period an employee uses leave without pay, the employee accrues leave and other benefits on the same prorated basis as a part-time employee.

11 PR 090. Employee Furloughs.

The Chief Executive Officer may, at his or her discretion, authorize a period of employee furlough on a voluntary or mandatory basis to reduce the operating costs of the organization. An employee may be placed on furlough even if the employee has a personal leave balance.

11 PR 095. Jury Duty Leave.

(a) An employee called to serve as a juror on his or her regularly scheduled workday shall be paid his or her regular wage for the time spent in court or the length of the shift, whichever is less. The employee shall remit to BRH all juror fees for such service. Scheduled hours in excess of time in court may, with supervisor's approval, be taken as personal leave or leave without pay.

(b) An employee scheduled to work the evening shift may be excused from work on the day of the jury duty.

(c) An employee scheduled to work the night shift may be excused from work either the night preceding or the night immediately following serving as a juror.

(d) An employee covered under (c) of this rule who voluntarily elects to work their scheduled shift shall retain the juror fee for their service.

(e) Court leave must be supported by written documents such as a court clerk's statement of attendance.

11 PR 100. Employer Witness Duty.

An employee called to be a witness on behalf of the employer shall be paid his or her regular wage for the time spent in preparation for and in such legal proceedings.

(a) An employee scheduled to work the day shift may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.

(b) An employee scheduled to work the evening shift will be reassigned to the day shift on the day of witness duty. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.

(c) An employee scheduled to work the night shift may be excused from work on the night preceding the day of witness duty. On the day of witness duty, the employee will be reassigned to work day shift hours. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.

(d) An employee subpoenaed for proceedings that are not on the behalf of the employer will be given release time. Such release time will be taken as personal leave or leave without pay.

11 PR 105. Military Leave Without Pay.

An employee is entitled to leave without pay to serve on active duty in the United States uniformed services and is entitled to the reemployment benefits granted under the Uniformed Services Employment Reemployment Rights Act (USERRA).

11 PR 110. Military Leave with Pay.

(a) An employee who is a member of a reserve component of the United States uniformed services is entitled to a leave of absence without loss of pay for that time during which the employee is ordered to training duty, as distinguished from active duty, or for field exercises, for instruction with troops or when under direct military control for search and rescue missions.

(b) An employee who is called to active duty by the governor is entitled to 5 paid work days of military leave per year (January 1 through December 31).

11 PR 115. Emergency Service Leave.

An employee who is a member of an auxiliary or rescue component of the United States armed forces or a federal, state, or local emergency services organization may be granted emergency service leave with pay for the performance of fire suppression, search, rescue or similar emergency missions under direct military, federal, state or CBJ control.

11 PR 120. Maximum Paid Military and Emergency Service Leave.

The combined total of paid military leave and paid emergency service leave for an employee may not exceed 16.5 days in a calendar year.

11 PR 125. Educational Leave

An employee, except a salaried employee, may request up to twenty-four (24) hours of paid educational leave per calendar year to attend an educational program approved by the department director. In lieu of such leave, the employee may request twenty-four (24) hours of pay for participation in an approved educational program outside of work hours. The approval of educational leave or pay is subject to budgetary considerations and scheduling requirements.

11 PR 130. Professional Leave

An employee may request up to twenty-four (24) hours of paid professional leave per calendar year to attend conferences, seminars or trade shows sponsored by a recognized professional organization. The employee must be a member of a related professional organization and the event must be related to the duties of the employee's position. The approval of professional leave is subject to budgetary considerations and scheduling requirements.

11 PR 135. Donation of Leave.

(a) An employee may donate a maximum of 30 days or 50 percent of accrued personal leave, whichever is less, provided that the donation does not reduce the employee's total leave balance to less than 80 hours.

(b) The transfer of leave may only be made:

(1) To an employee who is on leave without pay and whose absence from work is due to:

(A) Illness or injury;

(B) Illness or injury of the employee's immediate family member as defined in 11 PR 040(b)(3) and the employee's presence is required to provide care to the immediate family member;

(C) The employee is on approved military or emergency service leave per 11 PR 100.

(2) To a member of the immediate family of a deceased employee.

(c) Unused donated leave will be returned to the donor.

(d) Leave donated to another employee may not be credited toward the donor's minimum leave use requirement.

(e) Leave donated by an employee shall be given a cash value by multiplying the number of hours donated by the regular hourly pay rate of the donor. .

(1) The cash value is given to the family of the deceased employee, or

(2) The cash value is divided by the regular hourly pay rate of the recipient whose personal leave balance will be credited with the hours. The credited hours may not exceed the leave without pay the recipient incurred for the pay period.

11 PR 140. Personal Leave on Separation.

(a) A permanent employee separating from employment will receive, within 30 days of separation, terminal leave in the form of a lump sum payment for the personal leave balance at time of separation providing that the employee gave proper written notice as specified in 12 PR 005(d) and the employee is not resigning in lieu of or discharged for gross misconduct or a serious infraction.

(b) An employee reemployed ~~during terminal leave~~ who had a terminal leave cash in of 80 hours or more must refund an amount equal to 80 hours to be credited to the employees personal leave account.

RULE 12

RESIGNATION, NONDISCIPLINARY SEPARATION AND VOLUNTARY DEMOTION

Section

005. Resignation

010. Withdrawal or Amendment of Resignation

015. Non-disciplinary Separation

020. Voluntary Demotion

025. Eligibility to be Considered for Future Employment

12 PR 005. Resignation.

(a) To resign in good standing an employee must have acceptable or better performance, comply with all exit requirements, and provide proper written notice.

(b) An employee's performance shall be considered acceptable or better if:

(1) A permanent employee's last performance evaluation of record indicates an overall rating of "meets" or better, or

(2) A probationary employee's progress on his or her training plan was satisfactory.

(c) An employee shall be considered to have complied with exit requirements provided the employee returns all of the BRH's property and completes other security exit requirements prior to separation.

(d) Proper written notice must be provided to the department director in advance of separation from service according to the following provisions:

(1) Employees in decision bands A through C must provide written notice at least 2 weeks prior to the effective date.

(2) Employees in decision bands D and above must provide written notice at least 4 weeks prior to the effective date.

(3) A resignation must contain:

(A) The date it is written;

(B) An unequivocal statement that the employee is separating from employment;

(C) An effective date which is the employee's last day of work; and

(D) The employee's signature.

(e) The department director may waive the advance notice requirement at his or her discretion.

(f) An employee who does not resign in good standing shall not be eligible for reemployment under the provisions of 5 PR 060.

12 PR 010. Withdrawal or Amendment of Resignation.

(a) An employee, with the approval of the department director, may withdraw a resignation at any time prior to the selection of a replacement employee.

(b) An employee, with the approval of the department director, may change the effective date of a resignation.

12 PR 015. Non-disciplinary Separation.

(a) A department director may order non-disciplinary separation of an employee if the employee:

(1) Does not request, is denied, is ineligible for, or exhausts all available leave and fails to appear for work;

(2) Fails to respond to a notice requiring an indication of an intention to return to work;

(3) Becomes unqualified for or is unable to perform one or more essential functions of the position;

(4) Has completed temporary or emergency service; or

(5) Fails to successfully complete the probationary period due to less than acceptable performance.

12 PR 020. Voluntary Demotion.

(a) A permanent or probationary employee may request a voluntary demotion.

(b) The request must be presented to the department director in writing. The decision to authorize a voluntary demotion is at the discretion of the department director.

(c) A demoted probationary employee will complete the remainder of the original probationary period in the lower classification unless the probationary service exceeds the normal probationary period for the lower classification. If the probationary service exceeds the normal probationary period for the lower classification the employee must serve an additional month of probation.

12 PR 025. Eligibility to be Considered for Future Employment.

(a) An employee who separates from service is eligible to be considered for future employment with the BRH unless otherwise specified.

(b) An employee who is separated from service with a less than acceptable work habit or a job attribute shall not be considered for future employment with the BRH unless the individual can demonstrate that he or she has satisfactorily worked for another employer(s) for a minimum of two (2) years. The subsequent employer(s) must verify that the undesirable work habit or job related attribute has been corrected.

(c) An employee who is separated from service with less than acceptable job performance shall not be considered for future employment with the BRH in the same job class or in a closely related occupational area unless the individual can demonstrate that he or she has satisfactorily performed similar work at a fully acceptable level for another employer for a minimum of two (2) years.

(d) An employee who is separated from service under the provisions of 13 PR 045 for misconduct will not be considered for future employment with the BRH.

(e) An employee who resigns in lieu of dismissal or during the course of an investigation into an allegation of employee misconduct that, if proven true, would lead to dismissal, will not be considered for future employment with the BRH.

(f) The employee will be notified upon separation of his or her eligibility for future employment.

(g) An individual certified as non-eligible to be considered for future employment under the provisions of (d) through (e) above may, after a period of five years, make a written appeal to the Chief Executive Officer to have his or her status reversed. The Chief Executive Officer will respond in writing to the individual requesting reconsideration. The decision of the Chief Executive Officer shall be final.

RULE 13

DISCIPLINARY ACTIONS

Section

005. Scope

010. Purpose

015. Predisciplinary Investigations

020. Predisciplinary Conference

025. Warning

030. Suspension

035. Step Reduction

040. Demotion

045. Dismissal

13 PR 005. Scope.

This Rule applies only to the classified service.

13 PR 010. Purpose.

The purpose of disciplinary action is to remedy unacceptable performance or conduct. Supervisors should impose discipline in steps of gradually increasing severity unless the performance or conduct warrants the immediate application of severe action. In general, the progression of disciplinary actions should be as follows: written warning, suspension, dismissal. Other sanctions may be imposed as warranted to address particular deficiencies. Documented verbal warnings and performance improvement plans are not considered disciplinary actions.

13 PR 015. Predisciplinary Investigations.

(a) In consultation with the Human Resources Director, a supervisor, or other representative of the BRH, must conduct a fact finding investigation when there is an allegation of misconduct involving a permanent employee and that employee may be subject to disciplinary action if such allegation is sustained.

(b) Such investigation shall be conducted in a thorough, fair and unbiased fashion. During the course of the investigation, the fact finder shall make reasonable attempts to gather all relevant facts and evidence and shall interview witnesses as appropriate.

(c) The permanent employee who is the subject of the investigation shall be interviewed. During the interview, the employee may have representation if he or she desires. If the employee is represented by a union, such representation shall be limited to an authorized representative of the union.

13 PR 020. Predisciplinary Conference.

(a) A permanent employee subject to a suspension, step reduction, demotion or dismissal must be afforded the opportunity for a conference before the disciplinary action is effective.

(b) The purpose of the conference is to allow the employee and management personnel to review the facts relating to the proposed disciplinary action.

13 PR 025. Warning.

(a) A supervisor, in consultation with the Human Resources Director, may for cause, after a pre-disciplinary investigation, issue a written warning to an employee. The warning must be discussed with the employee.

(b) A copy of the warning with any reply from the employee will be filed with the Human Resources Director.

(c) A letter of warning is not subject to the grievance procedure.

13 PR 030. Suspension.

(a) A department director, in consultation with the Human Resources Director, may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, suspend an employee without pay.

(b) The reason for the suspension will be given to the employee in writing and a copy filed with the Human Resources Director.

(c) The period of suspension will be treated as leave without pay for other purposes of these Rules including the effect on leave accrual, anniversary dates, and health insurance premiums.

13 PR 035. Step Reduction.

(a) A department director, in consultation with the Human Resources Director, may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, reduce by one step the placement of a permanent employee who is placed at other than the lowest step.

(1) The reason for the reduction will be given to the employee in writing and a copy filed with the Human Resource Director.

(2) The period the employee serves at the lower step may not exceed 1040 hours without review.

(3) The employee must be provided a performance improvement plan in accordance with 8 PR 025.

(b) An employee is subject to further step reduction or other disciplinary action if the employee fails to correct less than acceptable performance or repeats unacceptable behavior during the period of step reduction.

(c) A department director shall restore salary steps in accordance with 10 PR 085 when the employee receives an overall performance evaluation rating of “3” or better when the unacceptable behavior has been corrected.

13 PR 040. Demotion.

(a) A department director, in consultation with the Human Resources Director, may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, demote an employee.

(b) The reason for the demotion will be given to the employee in writing and a copy filed with the Human Resources Director.

13 PR 045. Dismissal.

(a) A department director, in consultation with the Human Resources Director, may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, dismiss a permanent employee.

(b) The reasons for the dismissal and the effective date will be given to the employee in writing. A copy will be filed with the Human Resources Director.

**RULE 14
REDUCTION IN WORK FORCE**

- Section**
- 005. Scope**
- 010. Layoff**
- 015. Criteria**
- 020. Methodology**
- 025. Notification**
- 030. Layoff Rights**
- 035. Forfeiture of Layoff Rights.**

14 PR 005. Scope.

This rule covers separation of employees in the classified service due to a reduction in the number of positions in a particular classification.

14 PR 010. Layoff.

(a) The Chief Executive Officer may lay off a permanent or probationary full-time, part-time or full-time seasonal employee by reason of abolition of position, shortage of work or funds or other reasons outside the employee's control. A layoff does not reflect discredit on the service of the employee.

(b) No permanent or probationary employee may be laid off while there are emergency or temporary employees serving in the same classification.

14 PR 015. Criteria.

Layoff will be by department and classification with exceptions for bona fide occupational specialties which are consistent with job practices and the position description.

14 PR 020. Methodology.

(a) The order of layoff will be determined by computing points based on the employee's length of service as defined by benefit hours and performance. Employees with the least points within each classification will be laid off first. In the event of tied scores the employee with the least service will be laid off first. In the event of tied scores and identical service, layoff will be determined by lot.

(b) Total employee points are the product of the length of service and the average of the three most recent performance evaluations. When a performance evaluation does not exist, employee points will be determined by crediting one point for each full month of service.

(c) Length of service will be determined by total uninterrupted service as a permanent or probationary employee counted in hours. Leave without pay will not be counted. Full time equivalencies will be determined for service that is less than full time. Partial weeks will be rounded to the nearest whole week. Length of service will be calculated as of the first day of the week in which the Chief Executive Officer issues the layoff notice.

(d) Each of the three most recent performance evaluations is assigned a point value.

(1) An overall rating of "Outstanding" (5) will receive 1.3 points.

(2) An overall rating of "Exceeds" (4) will receive 1.2 points.

(3) An overall rating of "Meets" (3), will receive 1.0 points.

(4) An overall rating of "Needs Improvement" (2) will receive 0.3 points.

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(5) An overall rating of "Unsatisfactory" (1) will receive 0.0 points.

14 PR 025. Notification.

(a) An employee who is laid off will receive a minimum of 30 days written notice from the Chief Executive Officer. This notice will include the following:

(1) The date on which coverage under the health insurance plan will cease and an explanation of options for continuing coverage. The employee will be allowed up to one (1) hour of scheduled duty time to discuss health insurance options,

(2) The employee will be allowed up to one (1) hour of scheduled duty time to discuss public employees retirement system options, and;

(3) The employee will be allowed one (1) hour of scheduled duty time to register for work with the Alaska Employment Service Office, and;

(4) The employee will be allowed to attend job interviews, upon request and approval from their supervisor, with any BRH department, the City and Borough of Juneau and the School District during scheduled duty time, and;

(5) The employee will be allowed up to four (4) hours of scheduled duty time to attend job interviews with employers, other than those listed in (4) above, which cannot be scheduled at other times.

(b) A seasonal employee may be notified in writing of an impending layoff while on seasonal leave without pay. Such notice shall be given to the seasonal employee as soon as practicable, but at least 30 days prior to the seasonal employee's scheduled return date or 30 days prior to the date of the layoff whichever is later.

14 PR 030. Layoff Rights.

(a) Layoff status and rights of a maximum of twenty-four (24) months shall be provided to permanent employees. For purposes of this section, "permanent employee" includes employees who are probationary in their current job classification but have attained permanent status in a previously held job classification. If the employee is not reappointed during this period, the employee will be separated in good standing. During the period of layoff the following rights exist:

(1) At the time of layoff the employee will receive payment for all personal leave.

(2) Any vacant position for the employee's job classification which occurs during the layoff period will be offered first to those employees on layoff status, with exceptions for occupational specialties. The position will be offered first to the employee with the highest number of points in the job classification.

(3) To be reappointed, an employee on layoff status must meet the licensing and certification required of other incumbents in the classification.

(4) An employee on layoff status may apply for any position as a current employee. Applicants on layoff status will receive particular consideration. The Human Resources Director must require written justification to fill a vacant position with someone other than an employee on layoff status in a related job classification.

(5) An employee on layoff status may, without forfeiting layoff rights, accept any emergency, temporary, permanent non-benefited position or any permanent position in which the salary is less than the employee's salary before layoff.

(6) When an employee on layoff status is appointed to a permanent position in the employee's former job classification, the employee will resume employment with the same status, range and step held at the time of layoff.

(7) When an employee on layoff status is offered appointment to a closely related classification, the department director and the Human Resources Director shall determine the employee's status. The department director shall inform the employee of the proposed status prior to the appointment becoming effective.

(b) When an employee on layoff status accepts an appointment to an unrelated job classification, a probationary period must be served.

(c) When an employee on layoff status is appointed to a permanent position, the period of layoff will be recorded as leave without pay.

14 PR 035. Forfeiture of Layoff Rights.

(a) When an employee on layoff status refuses or fails to respond to a written offer of appointment to a benefited position in the employee's former classification within 10 days, layoff status is ended and the employee will be separated in good standing.

(b) When an employee on layoff status fails to respond within 10 days to a written inquiry relating to availability for appointment, layoff status is ended and the employee will be separated in good standing.

(d) An employee may sever layoff rights at any time through the submittal of a written resignation. At such time as a written resignation is received, layoff status is ended and the employee will be separated in good standing.

RULE 15 GRIEVANCE AND APPEAL PROCEDURE

Section

005. Scope and Purpose

010. Representation

015. Duty Time

020. General Grievance Procedure
025. Dismissal, Demotion, or Suspension over 10 Days
030. Appeals to Personnel Board

15 PR 005. Scope and Purpose.

- (a) This Rule applies only to employees in the classified service who are not represented by a collective bargaining agreement.
- (b) The purpose of this rule is to resolve disputes and grievances informally and at the lowest level possible.
- (c) No act of reprisal may be taken against an employee for the good faith use of this Rule.

15 PR 010. Representation.

The employee may select a representative to assist in the presentation of a grievance or appeal. The employee shall provide written notice of the representative's name and telephone number to the supervisor, the department director, or the Chief Executive Officer, in addition to the Human Resources Director, as appropriate.

15 PR 015. Duty Time.

The employee will be given a reasonable amount of regularly scheduled duty time to meet with management or the Personnel Board to present and resolve the employee's grievance or appeal. The employee will not be compensated for time spent on the grievance or appeal outside of regularly scheduled duty time.

15 PR 020. General Grievance Procedure.

- (a) An employee with a grievance regarding working conditions or employment may pursue it as set forth in subsection (b) subject to the limitations set forth in subsection (c):
 - (b) Procedures.
 - (1) The employee shall present the grievance to the immediate supervisor within seven (7) days of becoming aware of the action being grieved.
 - (2) The supervisor and the employee shall attempt to informally resolve the grievance within seven days of the presentation of the grievance. Resolutions may not conflict with the personnel rules or applicable laws, regulations, or policies and shall not be precedential. If the resolution of the grievance is not acceptable to the employee, then
 - (3) The employee shall, within twenty-one (21) days of becoming aware of the action being grieved, reduce the grievance, including the relief sought, to writing and present it to the

department director. The employee and the department director shall meet to discuss the grievance if either party believes such a meeting will be beneficial.

(4) The department director shall respond to the grievance in writing within fourteen (14) days of the grievance meeting or within fourteen (14) days of notification that the grievance meeting will not be held. If the decision of the department director is not acceptable to the employee, then

(5) The employee shall present the grievance to the Chief Executive Officer within seven (7) days, including a written statement explaining why the decision is not acceptable.

(6) The Chief Executive Officer shall respond to the grievance within fourteen (14) days. The decision must be in writing and include the Chief Executive Officer's findings, conclusions and disposition of the grievance. The Chief Executive Officer's decision shall be final.

(7) If the employee fails to meet the time limits set out in this grievance procedure, the grievance will not be considered further.

(8) If the BRH fails to meet the time limits set out in this grievance procedure, the employee may advance the grievance to the next step in the procedure subject to the limitations in the section concerning appeals to the Board.

(9) The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties.

(c) Limitations.

(1) No employee may use this section to grieve a dismissal, demotion, or suspension of more than ten (10) working days.

(2) Only permanent employees may use this section to grieve a suspension ten (10) working days or less.

(3) Emergency, temporary, casual and PRN employees may not use this section.

(4) The grievance procedure may not be used to determine the appropriate classification of a position.

15 PR 025. Dismissal, Demotion, or Suspension over Ten (10) Working Days.

(a) An employee with permanent status who is dismissed, demoted, or suspended for more than ten (10) working days in alleged violation of these Rules, may pursue a grievance concerning any of these actions as follows:

(1) The employee shall, within seven (7) days of written notification of the action, file a written grievance with the Chief Executive Officer setting forth the reasons for the grievance and stating

the relief sought. If the employee fails to file a written grievance within this seven (7) day period, the grievance will not be considered further.

(2) The Chief Executive Officer shall respond to the grievance within twenty-eight (28) days. The decision must be in writing and include the Chief Executive Officer's findings, conclusions and disposition of the grievance.

(3) The Chief Executive Officer may appoint a hearing officer to investigate the grievance and recommend to the Chief Executive Officer findings, conclusions and disposition of the grievance.

(4) If the decision of the Chief Executive Officer is not acceptable to the employee, or if the Chief Executive Officer does not respond in writing within twenty-eight (28) days, the employee may appeal to the Personnel Board subject to the limitations in the section concerning appeals to the Personnel Board.

(5) The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties.

15 PR 030. Appeals to Personnel Board.

An employee with permanent status may appeal a decision of the Chief Executive Officer to the Personnel Board if the employee's appeal concerns a dismissal, demotion, or suspension over ten (10) working days.

(a) The employee shall file the written notice of appeal with the City Clerk within seven days of the decision of the Chief Executive Officer, or within seven (7) days of the expiration of the time limit for the Chief Executive's response, as applicable. The grievance must state the relief sought and the identity and telephone number of the employee's representative, if any. An employee who fails to file a notice of appeal within the applicable seven (7) day period shall have waived the right to appeal the decision of the Chief Executive Officer.

(b) The City Clerk shall notify the Personnel Board and the Human Resources Director of the filing of the notice of appeal within two (2) days, excluding Saturdays, Sundays and those holidays listed in these Rules.

(c) The employee filing the appeal shall have the burden of proving by a preponderance of the evidence why the relief sought should be granted.

(d) The Personnel Board shall conduct its meetings and hearings according to the Alaska open meetings law, AS 44.62.310. The City Clerk shall notify in writing all parties and their representatives of all meetings and hearings of the Personnel Board on an appeal. The City Clerk shall provide public notice of all meetings and hearings of the Personnel Board as required by law.

(e) The Personnel Board will meet within seven (7) days of receiving notice of the appeal from the City Clerk to determine the adequacy of the grievance record. If the Personnel Board determines that the record is inadequate, it will remand the appeal to the Chief Executive Officer for further

development of the record. The Personnel Board will identify the deficiencies and establish a date when the supplement to the record is due. The supplement to the record must be provided to the Personnel Board, the employee, and the employee's representative. The Personnel Board will schedule an appeal hearing to be held within fourteen (14) days after the date the supplement to the record is due.

(f) If the Personnel Board determines that the grievance record is adequate, the Personnel Board shall schedule a hearing to be held within fourteen (14) days. At the hearing, the Personnel Board will review the record and consider the presentations of both parties. The parties may not introduce new evidence at the hearing. An electronic record of the hearing must be made. Persons with relevant knowledge of the issues presented by the employee's appeal may give testimony at the hearing. The Personnel Board may require the employee and the Chief Executive Officer, or their representatives to exchange witness lists within a stated period of time prior to the hearing. The employee, the employee's representative, the Chief Executive Officer, and the Chief Executive Officer's representative, may examine and cross-examine any witness with respect to facts which are material and relevant to the issues involved. The Personnel Board shall be responsible for the conduct of the hearing and may determine the order of the presentation of evidence, subpoena BRH officers and employees and other persons to testify and to produce documents and other evidence, examine or cross-examine the employee and other witnesses, and determine the desirability of or necessity for prehearing or post hearing briefs or memoranda. All testimony taken at the hearing shall be under oath.

(g) The hearing need not be conducted according to the technical rules of evidence. The Personnel Board may admit any relevant evidence if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used to supplement or explain direct evidence but will not be deemed sufficient by itself to support a finding. Evidence determined by the Personnel Board to be unnecessarily cumulative or neither likely to prove nor disprove a fact in issue may be excluded upon the objection of the employee, the Chief Executive Officer, their representatives, or the Personnel Board.

(h) The Personnel Board will submit its written decision, including findings and conclusions, to the employee, the Chief Executive Officer and their representatives within fourteen (14) days of the hearing. The Personnel Board's decision shall be final and binding.

(i) The time limits established in this section may be extended by the Personnel Board if it is determined that they result in undue inconvenience or hardship for either party or the Personnel Board.

RULE 16

STANDARDS OF CONDUCT

Section

005. Political Activity

010. Employment Advantage

015. Political Contributions

020. Political Endorsements

- 025. Nominations and Candidacy**
- 030. Other Employment**
- 035. Employment Discrimination**
- 040. Harassment**
- 045. Fair Opportunity**
- 050. Nepotism**
- 055. Drug Free Workplace**
- 060. Effects of Violations of Federal or State Laws**
- 065. Dress Code**
- 070. Identification**
- 075. Tobacco-free Campus and Vehicles**
- 080. Use of BRH Assets**
- 085. Use of Cell Phones in Vehicles**
- 090. Influenza Vaccinations**
- 095. Safety**
- 100. Conscientious Objection**
- 105. Violations of Standards of Conduct**

16 PR 005. Political Activity.

(a) An employee may not while on duty or in a BRH facility, unless participating in a public forum, advocate voting for or against a candidate for federal, state or municipal office, or a federal, state or municipal ballot issue by displaying, posting, and/or distributing buttons, leaflets, posters, or other materials. BRH bulletin boards, union bulletin boards, BRH internet, and BRH e-mail are included in this rule.

(b) Nothing in this rule shall prevent an employee, while on duty, from preparing and distributing information approved by the City Manager or the Chief Executive Officer regarding ballot issues.

16 PR 010. Employment Advantage.

An employee or applicant for employment may not offer, give, solicit or accept any money, service or valuable consideration in circumstances in which it could reasonably be expected to influence an employment decision.

16 PR 015. Political Contributions.

(a) No employee or other person may require contributions or services from an employee for any candidate, political party, political action committee or ballot issue.

(b) No employee or other person may solicit any contributions or services on behalf of any candidate, political party, political action committee or ballot issue from any employee during working time.

16 PR 020. Political Endorsements.

A person may not seek or attempt to use political endorsement to influence an appointment or employment advantage.

16 PR 025. Nomination and Candidacy.

(a) An employee who files a declaration of candidacy for election to the Assembly must immediately resign employment. The employee's position becomes vacant on the first working day following the date the declaration is filed.

(b) An employee who seeks nomination or becomes a candidate for elective government office other than the Assembly shall resign or take leave when the department director determines that this activity interferes with the employee's work.

16 PR 030. Other Employment.

An employee may not engage in or accept other employment or service for compensation unless the employee has notified the department director and the City Attorney in writing of the nature and extent of that outside activity. The department director and/or the City Attorney will respond back to the employee if there may be a conflict of interest, or incompatibility with BRH employment.

16 PR 035. Employment Discrimination.

(a) No person may be discriminated against in any appointment, employment or promotion for a reason not related to merit.

(b) No action affecting the status of employment or consideration of an applicant may be taken other than those based on the individual's knowledge, skill, ability and willingness to discharge the duties and accept the responsibilities of the position.

16 PR 040. Harassment.

Unwanted conduct or communication by a supervisor, co-worker or other person which is not based on job related factors and adversely affects the employment relationship or working environment is prohibited. BRH Policies on Sexual Harassment and Workplace Violence Prevention are hereby incorporated by reference.

16 PR 045. Fair Opportunity.

(a) No person may make any false statement, certification, rating or report in regard to any examination, selection or appointment.

(b) No person may obstruct another's right to examination, selection or appointment.

16 PR 050. Nepotism.

(a) A person may not be employed when that person is related by blood, marriage, or domestic partnership to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist. A direct working relationship is one in which one employee approves, directs or reviews the work of another employee.

(b) The Chief Executive Officer may authorize the temporary assignment of a current employee to a position that would create a direct supervisory or direct working relationship with another employee related by blood, marriage, or domestic partnership when a critical need relating to patient care or operations exists.

16 PR 055. Drug Free Workplace.

(a) An employee may not unlawfully manufacture, distribute, possess, use or be under the influence of controlled substances at the workplace or while on duty.

(b) An employee may not use or be under the influence of beverage alcohol at the workplace or while on duty.

(c) An employee under the influence of a prescription or non-prescription medication may not undertake a work activity if the medication could impair the employee's ability to safely perform the activity.

16 PR 060. Effects of Violations of Federal or State Law.

(a) An employee who receives a citation requiring a court appearance, or who is charged, arrested or convicted, for a misdemeanor or felony, must report the citation, charge, arrest, or conviction to the employee's department director within one working day. An employee who fails to report such citation, charge, arrest or conviction may be subject to disciplinary action, up to and including dismissal. Conviction includes a plea of guilty as part of a plea agreement or after trial, or a nolo contendere plea.

(b) An employee who violates a federal or state law or regulation may be subject to disciplinary action up to and including dismissal if the violation is a barrier crime as defined in 7 AAC 10.905 or there is a clear nexus between the offense and the employee's duties, if a violation impairs the employee's ability to perform the duties of their position, or if the action adversely affects the BRH.

16 PR 065. Dress Code.

BRH policy on Personal Appearance Guidelines is hereby incorporated by reference.

16 PR 070. Identification.

All employees must wear a visible BRH photo identification card when working.

16 PR 075. Tobacco-free Campus and Vehicles.

Smoking is prohibited on the BRH Campus and in BRH vehicles pursuant to AS 18.35.

16 PR 080. Use of BRH Assets.

(a) BRH assets include, but are not limited to:

(1) Facilities, equipment, vehicles or tools.

(2) Computers, servers, computer networks, software, e-mail accounts, or internet regardless of the method, time or place of access.

(3) Phones, cell phones, facsimile machines, radios or voice mail.

(4) Xerox machines, or other office equipment.

(5) Any other asset that is the property of the BRH.

(b) An employee may not use any BRH assets for personal gain.

(c) An employee may not use a BRH asset to:

(1) Defame, discriminate, or harass a co-worker or member of the public;

(2) Access or distribute obscene or pornographic materials;

(3) Violate a federal, state, or local law in any jurisdiction; or

(4) Represent the BRH in any forum unless such representation is within the official and sanctioned capacity of the employee's duties.

(d) De-minimus use of BRH assets for personal reasons are acceptable provided such use is not in conflict with the rest of this rule or any other BRH policy, and the use of the asset does not interfere with the employee performing his or her regular duties.

(e) Any question regarding whether or not the use of a BRH asset is appropriate should be referred to the employee's supervisor.

(f) A department director may impose other reasonable restrictions on the use of BRH assets.

(g) The BRH retains the right to access any BRH computer or BRH e-mail account used by an employee at any time. An employee has no expectation of privacy related to any communication that is created, sent or received via electronic medium from a BRH computer or a BRH e-mail account. Documents created, sent or received in conjunction with an employee's duties may be subject to disclosure under the Public Records Act.

16 PR 085. Use of Cell Phones in Vehicles.

Except in an emergency situation, an employee may not use a cell phone while driving a BRH vehicle, or while operating a personal vehicle while on BRH business.

16 PR 090. Safety.

Safety and equipment standards shall be in conformance with applicable state and federal law and/or regulation and Employer requirements. Failure to follow safety directives or to use safety equipment may result in discipline up to and including dismissal.

16 PR 095. Influenza Vaccinations.

Employees who have not received an influenza vaccination prior to the start of the influenza season shall wear facemasks during the influenza season. The Employer will endeavor to provide an influenza vaccination to employees by September 15th of any given year. Such vaccination shall be provided at no cost to the employee. The employer shall designate what constitutes influenza season based on CDC reports and clinical evidence.

16 PR 100. Conscientious Objection.

(a) Except in emergencies, no employee shall be required to perform or assist in the performance of any treatment or procedure that violates the employee's previously stated religious or ethical beliefs.

(b) An employee, upon being offered or assigned a specific position in which participation in such treatment or procedure may occur, shall provide written notice to the department director of any limitation his or her religious or ethical beliefs may place upon his or her ability to perform the duties of the position.

(c) The department director shall review the written notice provided by the employee and may, if deemed necessary for business and patient care considerations, assign the position to another employee.

(d) Expressing conscientious objection shall in no way affect the employee's performance rating or, except as necessary to accommodate the employee's previously stated beliefs, promotional opportunities.

16 PR 105. Violations of Standards of Conduct.

An employee who violates BRH standards of conduct may be subject to discipline up to and including dismissal.

RULE 17
GENERAL PROVISIONS

Section

- 005. Personnel Actions**
- 010. Personnel Records**
- 015. Continuation of Health Insurance**
- 020. Licensed Employees**
- 025. Wearing of Uniforms**
- 030. Floating**

17 PR 005. Personnel Actions.

The following actions affecting an employee in the classified or partially exempt service must be in writing and a record of the action maintained: appointment, separation, change of position, change of pay, change of status, and disciplinary actions impacting pay.

17 PR 010. Personnel Records.

(a) Personnel records are confidential and are not open to public inspection except as provided in this section.

(b) All requests for release of personnel records shall be submitted to the Human Resources Director. The director or the director's designee shall review the requests and approve the release of information as authorized in this section. Personnel records authorized for release shall be available for inspection subject to reasonable restrictions on the time and manner of inspection.

(c) The following information is available for public inspection:

- (1) The names and classification titles of all employees,
- (2) The position held by an employee,
- (3) Prior BRH positions held by an employee,
- (4) Whether an employee is in the classified or partially exempt service,
- (5) The dates of appointment and separation of an employee,
- (6) The wages paid to an employee, and
- (7) Applications for positions in the partially exempt service except for address, social security number, date of birth, personal telephone numbers, and Equal Employment Opportunity information.

(d) Personnel records not open to public inspection are released only under the following conditions:

(1) An employee or former employee may examine his or her own personnel records, with the exception of selection information deemed confidential under these Rules, and may give written authorization to others to examine these records; and

(2) BRH employees with a direct supervisory relationship with the employee may examine the employee's personnel records. Access to personnel records may be granted only for purposes related to the BRH's Human Resource system.

(e) In the absence of written authorization from the employee or former employee:

(1) Personnel records are released only to federal, state or BRH officials authorized by law to review the records; or

(2) Personnel records may be released upon receipt of an order of a court of competent jurisdiction.

17 PR 015. Continuation of Health Insurance.

(a) An employee covered by health insurance who is on leave without pay because of an on-the-job incident covered by workers' compensation will continue to be covered by health insurance pursuant to the terms of subsection (d).

(b) The family of a deceased employee covered by health insurance will continue to be covered by health insurance for the remainder of the month of the employee's death unless the death is because of an accident on the job and health insurance is not provided to the family by the Public Employees Retirement System. In the latter case, health insurance is provided for 52 weeks following the date of the employee's death.

(c) An employee covered by health insurance who is on authorized leave without pay may continue coverage by paying the employer's portion of the health insurance premium on a prorated basis.

(1) The employee shall pay a prorated portion of the employer's contribution to the health insurance premium beginning on the second day of authorized leave without pay status.

(2) An employee on authorized leave without pay for longer than 30 days shall have the option to waive his or her health insurance for the duration of leave without pay.

(3) An employee who is on furlough shall pay a prorated portion of the employer's contribution to the health insurance premium beginning on the fifteenth consecutive day of furlough status.

(d) An employee covered by health insurance who is on Family/Medical Leave will be covered by health insurance for the entire 12 weeks of absence permissible in a 12-month period even if the employee is on leave without pay.

(e) An employee who is called to active uniformed service shall have the employer's portion of the employee's health insurance premium covered for the first 30 days of military leave.

(f) An employee who is in leave without pay status due to a disciplinary action shall be required to pay a prorated portion of the employer's health insurance premium costs beginning with the first hour of leave without pay.

17 PR 020. Licensed Employees.

An employee in a position for which a license, registry, or certification is required shall notify the Department Director or the Human Resources Director in accordance with the applicable policy if that license, registry, or certification is suspended, revoked, expired or withheld.

17 PR 025. Wearing of Uniforms.

Uniform items identifying an individual as a BRH employee may only be worn while performing assigned job duties, when traveling directly from place of residence to work and when traveling directly from work to place of residence.

17 PR 030. Floating.

(a) An employee shall not be required to float to an area in which he or she does not have the necessary skills, timely orientation, or ability to perform the duties assigned.

(b) An employee required to float shall receive timely orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the task to which such employee is assigned.

RULE 18

COMPENSATION AND REIMBURSEMENTS

Section

005. Pay Schedules

010. Shift Differentials

015. On-call Rate

020. Preceptor Rate

025. Casual Differential

030. Weekend Differential

035. PRN Premium Rate

040. PRN Differential

045. Certification Pay

050. Temporary Assignment Pay

055. Longevity Pay

060. Health Benefits and Employee Wellness

065. Travel Reimbursement

070. Mileage and Vehicle Allowance
075. Reimbursement of Interview Travel Expenses
080. Relocation Expense
085. Repayment to Employer

18 PR 005. Pay Schedules.

The pay schedules attached as Appendix I shall be effective on the date shown thereon.

18 PR 010. Shift Differentials.

Shift differential, as defined in 10 PR 100, shall be compensated at the following rates: evening shift differential is \$2.00 per hour; night shift differential is \$3.75 per hour.

18 PR 015. On-call Rate.

The on-call rate, as defined in 10 PR 105, is \$4.00 per hour.

18 PR 020. Preceptor Rate.

Preceptor pay, as defined in 10 PR 145, is \$2.00 per hour.

18 PR 025. Casual Differential.

Casual differential, as defined in 5 PR 030(a)(4), is \$2.00 per hour.

18 PR 030. Weekend Differential.

Weekend differential, as defined in 10 PR 135, is \$4.00 per hour.

18 PR 035. PRN Premium Rate.

PRN premium pay, as defined in 10 PR 155(g), is \$5.00 per hour.

18 PR 040. PRN Differential.

PRN differential, as defined in 5 PR 030(a)(6), is:

- (a) 10% of current step for a PRN – Nurse I;
- (b) 20% of current step for a PRN – Nurse II;
- (c) 25% of current step for a PRN – Nurse III; and
- (d) 25% of current step for other PRN employees.

18 PR 045. Certification Pay.

Certification pay, as defined in 10 PR 140, is:

- (a) \$400.00 for the first certification;
- (b) \$350.00 for the second certification; and
- (c) \$250.00 for the third certification.

18 PR 050. Temporary Assignment Pay.

Temporary Assignment Pay, as defined in 10 PR 090, is \$2.00 per hour.

18 PR 055. Longevity Pay.

Longevity Pay, as defined in 10 PR 085, is:

- (a) \$750 annually for 31,200 hours up to 41,600 hours;
- (b) \$1,000 annually for 41,601 up to 51,999 hours; and
- (c) \$1,500 annually for 52,000 hours and above.

18 PR 060. Health Benefits and Employee Wellness.

The BRH maintains a health benefit and employee wellness program for its employees on a defined contribution basis.

(a) The BRH provides a tiered health insurance employee benefit to eligible employees. Eligible employees pay, by payroll deduction, any difference between the BRH's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program, except that the employer shall cover the full premium contribution for the employee only economy plan.

(b) An employee who participates in the Healthy Rewards program will receive a \$50.00 per pay period reduction in his or her health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2012 would result in a premium reduction for plan year 2013. The criteria established for the Healthy Rewards program is subject to modification by the CBJ in consultation with the Health Benefits Committee.

(c) The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance benefit plan written and maintained by the CBJ for that purpose.

(d) Eligible part-time employees shall be provided the option of participating in the group insurance plan.

(e) An employee may elect to opt out of the health benefit program providing the employee submits annual documentation that verifies coverage under another insurance plan that is at least equal to the employee only economy tier.

(f) When an employee leaves employment due to termination, resignation or lay off, health insurance coverage ends at 12:01 a.m. on the day following the last day of pay status.

(g) When an employee is on Leave Without Pay while on Family/Medical Leave, the provisions of the Family/Medical Leave policy which maintain health benefit coverage remain in effect and the employee contribution remains unchanged.

(h) The CBJ maintains a Health Benefits Committee, which is made up of members that represent the different groups that are part of the health benefits plan. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments with the goal of maintaining the relative cost and value of the tiers. This committee may also develop, implement and evaluate Wellness Program activities and services and review the effectiveness of the Employee Assistance Program. The Health Committee will review the health benefit costs at its quarterly meetings and make recommendations to the parties that address increased costs.

(i) The BRH shall contribute not less than \$12.80 per full time employee per month to fund a Wellness Program in order to promote education about healthy lifestyles.

(j) Employees who are placed in furlough status on a reduced workweek or workday basis shall not be required to pay a prorated portion of the Employer's health insurance contribution rate provided the employee continues to work a minimum of 60 hours per pay period.

18 PR 065. Travel Reimbursement.

(a) All official travel must be authorized in advance by the employee's department director and the funds have been appropriated.

(b) BRH's Travel Expense Reimbursement Policy is hereby incorporated by reference.

(c) The Chief Executive Officer may establish other reasonable rules and procedures associated with travel.

18 PR 070. Mileage and Vehicle Allowance.

An employee who uses his or her own vehicle for BRH business will be reimbursed per the standard IRS mileage reimbursement rate. The employee must be able to show proof of insurance if requested.

18 PR 075. Reimbursement of Interview Travel Expenses.

Upon written advance authorization by the Chief Executive Officer, a job applicant may be reimbursed for transportation and per diem expenses reasonably necessary to attend an employment interview.

18 PR 080. Relocation Allowance.

The Human Resources Director may authorize a relocation allowance for a new employee provided the Human Resources Director and the employee sign a written agreement specifying the maximum allowance and requiring pro-rated repayment if the employee fails to complete the work commitment as set forth in the agreement.

18 PR 085. Repayment to Employer.

Monies owed to the BRH by an employee who separates from service shall be deducted from the employee's final leave cash in and pay check, except that the employee's final check may not be less than the actual number of hours worked times the minimum wage guaranteed by state or federal law. An employee may owe the BRH money for a variety of reasons including, but not limited to: training, travel and relocation reimbursement; health insurance reimbursement; intentional or grossly negligent damage to BRH property, personal use of BRH credit cards; or failure to return BRH property. Should the amount of the employee's final pay and leave cash in be insufficient to cover the total monies owed the BRH, the BRH may take other actions to recover the funds.

RULE 19

Licensed Medical Doctors and Advanced Practitioners

**Section
005.**

19 PR 005.

Licensed medical doctors and advanced practitioners are not subject to the provisions of the personnel rules. Terms and conditions of employment are set out in individual employment contracts.

RULE 20

DEFINITIONS

**Section
005. Definitions**

20 PR 005. Definitions.

Unless stated otherwise in these rules:

- (1) **“Appointment”** means the offer to and acceptance by a person of a position.
- (2) **“Cause”** means that sufficient justification exists, in accordance with the merit principle of employment, for taking the proposed adverse employment action.
- (3) **“BRH”** means the Bartlett Regional Hospital.
- (4) **“Child”** means biological, adopted, or foster child, stepchild or legal ward.
- (5) **“City and Borough of Juneau (CBJ) resident”** means a person physically present in the CBJ with the intent to remain in the CBJ indefinitely and to make a home in the CBJ. A person demonstrates the required intent by:
 - (a) maintaining a principal place of abode in the CBJ for at least 30 days, and
 - (b) providing other proof of intent as may be required by the Human Resources Director that the person is not claiming residency outside the CBJ or obtaining benefits under a claim of residency outside the CBJ. A person who establishes residency in the CBJ remains a resident during an absence from the CBJ unless during the absence the person establishes or claims residency in another state, territory, country or municipality or is absent under circumstances that are inconsistent with the intent required within this definition to remain a resident of the CBJ.
- (6) **“Classification plan”** means the system of grouping positions into appropriate classes consisting of an index to the classification specifications, the classification specifications and the rules for administering the classification plan. BRH has adopted the Decision Band Method (DBM) to allocate positions within the classification plan.
- (7) **“Classified service”** means those positions in the BRH service which are not specifically included in the partially exempt service as provided in CBJ 44.05.
- (8) **“Demotion”** means the appointment of an employee from a position in one job classification to a position in another job classification at a lower DBM rating.
- (9) **“Department director”** means the head of a department.
- (10) **“Direct supervisory”** means a supervisory relationship to an employee including all supervisors in the direct line of authority from the immediate supervisor to the Chief Executive Officer.
- (11) **“Domestic partners”** means persons co-habituating in an intimate relationship with the intent to reside together indefinitely where each person is the other’s sole domestic partner and both parties are responsible for the common welfare of the other.

(12) **“On duty”** means those hours an employee is assigned to work.

(13) **“Employee status”** means the employment standing of an employee. Employee statuses include permanent, probationary, temporary, emergency, layoff and partially exempt.

(14) **“Examination”** means any activity or process used by the appointing authority to select an employee including but not limited to: review of applications; written, oral and physical tests; medical examinations, interviews, consulting with references and past employers and the evaluation of the employee’s performance during the probationary period.

(15) **“Furlough”** means an unpaid period of leave or a temporary decrease to the minimum number of hours worked in a work week or work day for full time employees that is authorized by the Chief Executive Officer in response to fiscal constraints.

(16) **“Good standing”** refers to the separation status of an employee. An employee separates from service in good standing when an employee resigns with “meets” or better performance, complies with all exit requirements, and provides proper written notice in accordance with 12 PR 005.

(17) **“Health care provider”** means a health care provider, as defined in Family Medical Leave Act policy.

(18) **“Human Resources Director”** means the Chief Executive Officer and that person appointed by the Chief Executive Officer as the Human Resources Director.

(19) **“Intermittent Disaster Response Appointee (IDRA)”** means a temporary, intermittent employee of the U.S. Department of Health and Human Services who responds to, or trains for, emergencies involving infectious diseases or weapons of mass destruction. They are protected by USERRA both for training and actual emergencies.

(20) **“Job classification”** means a group of positions which are similar in general duties, responsibilities and minimum qualifications and is identified by the same title.

(21) **“Job classification series”** is as defined by the Human Resources Director and documented in classification specifications.

(22) **“Layoff”** means the separation of an employee because a position is abolished, because of fiscal restraints, lack of work or other reasons not reflecting discredit on the employee.

(23) **“Layoff status”** means the status of a permanent or probationary employee who has been separated from employment for reasons not reflecting discredit on the employee and who has certain rights and obligations under these rules.

(24) **“Merit principle of employment”** means:

(a) recruiting, selecting and promoting employees on the basis of their knowledge, skill, ability and willingness to perform the work, including open consideration of qualified applicants for initial appointment;

(b) retention of employees with permanent or probationary status on the basis of job performance and behavior, including reasonable efforts of temporary duration for correction of inadequate performance or unacceptable behavior, and separation for cause;

(c) equal treatment of employees and applicants with regard only to knowledge, skill, ability and willingness to perform the job;

(d) rates of pay based on the work assigned and performed; and

(e) selection and retention of employees secure from political influences.

(25) **“Parent”** for FMLA purposes, means a biological or adoptive parent, a parent in law, or a stepparent.

(26) **“Partially exempt service”** means those positions in the BRH service listed or provided for in CBJ 44.05.070. Unless designated otherwise by the City Manager in writing, all positions assigned to DBM ratings D through F are in the partially exempt service. Employees in partially exempt positions are not subject to or covered by the personnel rules on recruitment, examination, selection, probationary periods, reduction in force and grievance and appeal procedures.

(27) **“Pay rate”** means the specific salary or hourly rate of pay for a position.

(28) **“Pay status”** includes any time for which an employee is compensated including regular hours worked, overtime hours worked, paid leave, and paid holidays.

(29) **“Personnel Board”** means the board created by Section 3.14 of the CBJ Charter and CBJ Title 44, the personnel management code.

(30) **“Position description”** means a written statement describing the essential duties and responsibilities of a position, minimum qualifications, and physical/mental requirements.

(31) **“Promotion”** means the movement of an employee from a position in one job classification to a position in a job classification at a higher DBM rating.

(32) **“Publicly announced”** means the posting of a vacancy, including but not limited to, advertising, internet posting, or job boards.

(33) **“Qualified applicant”** means an applicant for a vacant position who meets the minimum qualifications for the position and has submitted a timely and complete application.

(34) **“Review Date”** means the date an employee has completed a year of continuous service as defined in 10 PR 065.

(35) “**Second degree of kinship**” means a father, mother, son, daughter, brother, sister, grandmother, grandfather, granddaughter, grandson, uncle, aunt, niece, or nephew, in a full, half, step, or foster relationship by blood, marriage, or domestic partnership.

(36) “**Uniformed Services**” means the Army, Navy, Marine Corps, Air Force, Coast Guard, and the commissioned corps of the Public Health Service. This includes the Reserve components of these services and the Army National Guard and Air National Guard. Under another Federal law enacted in 2002, Congress extended reemployment rights under USERRA to persons who serve as Intermittent Disaster Response Appointees (IDRA).

(37) “**Year**” means 2080 hours of work.

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2781

A Resolution Reestablishing the Assembly Rules of Procedure, and Repealing Resolution No. 2550.

WHEREAS, it is necessary for the orderly conduct of business that rules of procedure be adopted for the Assembly.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Rules of Procedure. The following rules of procedure are adopted:

RULE 1. AGENDA.

A. Order of Business. At all regular meetings the order of business shall be:

- I. Flag Salute
- II. Roll Call
- III. Approval of Minutes
- IV. Manager's Requests for Agenda Changes
- V. Public Participation on Non-agenda Items (Not to Exceed a Total of 20 Minutes, Nor More than Five Minutes for Any Individual)
- VI. Consent Agenda
 - A. Public Requests for Consent Agenda Changes, Other than Ordinances for Introduction
 - B. Assembly Requests for Consent Agenda Changes
 - C. Assembly Action
- VII. Ordinances for Public Hearing
 - A. Administrative or Committee Reports
 - B. Public Hearing
 - C. Assembly Action
- VIII. Unfinished Business

- A. Administrative or Committee Reports
 - B. Public Hearing
 - C. Assembly Action
- IX. New Business
 - A. Administrative or Committee Reports
 - B. Public Hearing
 - C. Assembly Action
- X. Staff Reports
- XI. Assembly Reports
 - A. Mayor's Report
 - B. Committee Reports
 - C. Liaison Reports
 - D. Presiding Officer Reports
- XII. Assembly Comments and Questions
- XIII. Continuation of Public Participation on Public Participation on Non-agenda Items
- XIV. Executive Session
- XV. Adjournment

B. Agenda Preparation. The agenda shall be prepared by the Manager subject to review and revision by the Mayor. The Mayor or the Manager shall brief the Assembly as to any revisions. Other matters may be considered under administrative reports, unfinished business, or new business as applicable.

C. Consent Agenda. The Manager shall include under the consent agenda:

1. Ordinances for introduction;
2. Resolutions;
3. Bid awards requiring Assembly concurrence; and
4. Other items requiring Assembly action which do not involve substantial public policy questions.

The Manager shall include with the agenda such supplemental material or reports as may be necessary to explain each item on the consent agenda and shall include a specific recommendation for Assembly action on each item. Material, reports, and recommendations submitted in writing to each member present and which are available for public inspection prior to the Assembly meeting need not be read aloud, but the minutes shall reflect the Manager's recommendation on each consent agenda item adopted. Upon adoption of a motion to adopt the consent agenda, all consent

agenda items subject to the motion are adopted as recommended by the Manager. The motion to adopt may not be amended; provided, upon the request of any member, an item on the consent agenda shall be removed from the consent agenda and placed under the appropriate regular agenda item for Assembly action. A notice or motion for reconsideration or a motion to rescind a consent agenda motion shall contain reference to the specific consent agenda item which is the subject of the notice or motion and only that item shall be affected by the notice or motion.

RULE 2. MEETINGS.

A. Date and Time of Regular Meetings. The Assembly shall regularly meet at 7:00 p.m. every third Monday according to a schedule approved by the Assembly and published by the Clerk's office. The Assembly may by motion or otherwise change the date of a meeting as may be necessary or convenient.

B. Place of Regular Meetings. Regular Assembly meetings shall be held in the Assembly Chambers at the Municipal Building at 155 South Seward Street, Juneau, Alaska, unless the Assembly, at a preceding regular or special meeting has, by motion or otherwise, designated a different place for a particular meeting.

C. Special Meetings. Special meetings may be called and held as provided by the Charter.

D. Time of Adjournment. Meetings will adjourn at 11:00 p.m. unless extended by a vote of at least six members.

RULE 3. ASSEMBLYMEMBER ATTENDANCE POLICY FOR REGULAR MEETINGS.

A. Excused Absences. Any absence of an Assemblymember from a regular meeting of the Assembly shall be deemed to be unexcused unless the Assemblymember is absent from the meeting as a result of attending to official business on behalf of the City and Borough of Juneau, for extenuating medical reasons, or for other significant cause, in which case the absence shall be deemed to be excused.

B. Attendance Report. Upon request of the Human Resources Committee, the Manager shall direct the Clerk to provide to the Assembly quarterly reports on attendance at regular Assembly meetings.

RULE 4. LEGISLATION.

A. Drafting. The Attorney shall draft ordinances and resolutions

1. For presentation to the Assembly only
 - (a) by vote or consensus of the Assembly,
 - (b) by vote of a standing or ad hoc Assembly committee,

- (c) by request of the Mayor or the Manager, or
- (d) on the Attorney's own initiative to correct errors not otherwise correctable in any section or to make amendments to Title 01.45 the Conflict of Interest Code, Title 01.50 the Appellate Code, Title 01.60 the Regulation Procedures Code, Title 03.30 the Code Enforcement Code, Title 42 the Penal Code, or any section imposing duties on the Attorney.

- 2. For presentation to a standing or ad hoc Assembly committee only by vote of the committee, request of its chair, or by direction of the Assembly.

B. Procedure. Upon presentation of an ordinance, any member may move that it be introduced and set for public hearing, referred to committee, deferred, or rejected as provided in Charter section 5.3. If the motion is for referral to committee, the Mayor shall refer the ordinance to the appropriate committee. The Mayor's referral may be changed by a majority vote of the members of the Assembly. If the motion is for introduction, the motion shall set a date for the public hearing. All such motions may be amended.

RULE 5. COMMITTEES.

A. Standing Committees. The Assembly shall have the following standing committees:

- 1. Committee of the Whole
- 2. Finance Committee
- 3. Human Resources Committee
- 4. Lands Committee
- 5. Public Works and Facilities Committee

Any member of the Assembly may sit with any committee at all times; such member shall have the right to participate in committee discussion except that members of the committee shall have priority in obtaining the floor and only committee members may vote. Reasonable opportunity for the public to be heard shall be allowed at committee meetings other than those designated as work sessions.

B. Special Committees. The Assembly shall have such special committees as may be considered necessary. Special committees automatically terminate upon completion of the committee's assignment.

C. Selection, Process and Duties of Committees of the Assembly.

- 1. Standing Committees.
 - (a) With the exception of the Committee of the Whole, the Finance Committee, and the Human Resources Committee in proceedings

pursuant to Rule 5(C)(2)(f), there shall be not more than four Assemblymembers appointed to each standing committee of the Assembly. Each Assemblymember will be appointed to at least one, but not more than three, standing committees, in addition to the Finance Committee and the Committee of the Whole.

- (b) Nominations for standing committee appointments and for the position of chair of each such committee shall be made by the Mayor, and shall be subject to ratification by the Assembly. In making nominations for committee appointments, the Mayor shall strive to ensure, to the extent reasonably possible, that there is a balance and diversity of opinion, viewpoints, and perspective among the Assemblymembers nominated for committee membership, and that there is at least one Assemblymember nominated for appointment to each committee who has expertise in the areas assigned to the committee.
 - (c) Each year following the regular municipal election, all Assemblymembers will be given an opportunity to indicate in writing which of the standing committees they request to serve on. At least two of the nominations for appointment for each standing committee shall be made from those Assemblymembers, if any, who have requested to serve on the committee for which the appointments are to be made. The nomination for membership and chair positions shall be made by the Mayor and ratified by the Assembly within seven days of the first meeting after the certification of the regular municipal election each year. All committee members shall be appointed to serve for a term expiring upon ratification by the Assembly of the committee appointments following the next regular municipal election. All committee members serve at the pleasure of the Assembly.
 - (d) A standing committee may at the call of its chair or the vote of its membership take up any matter within the scope of its charge established by these rules and not pending as legislation authorized by the Assembly. Matters not within the scope of any standing committee, or within the scope of more than one standing committee shall be assigned by the Mayor.
 - (e) Each committee shall refer information to and coordinate activities with other appropriate committees. Issues referred to another committee and any directions to the Manager must have the concurrence of a majority of the committee members.
2. Human Resources Committee. The Human Resources Committee may take up issues relating to the health and well-being of Juneau citizens and their participation in local government. The duties of the Human Resources Committee shall include:

- (a) Nominating citizens to all CBJ boards and commissions. Appointment to such bodies shall be made by the full Assembly;
 - (b) Making recommendations to the full Assembly regarding the issuance, renewal or transfer of liquor licenses, ~~and~~ restaurant designation permits, and marijuana licenses;
 - (c) Reviewing and proposing amendments to these Rules;
 - (d) *Reserved.*
 - (e) Overseeing Juneau's relations with its sister cities;
 - (f) Membership for Certain Appointments. The Human Resources Committee shall meet ~~at least twice each year~~ as needed to recommend appointments to the Planning Commission, the Hospital Board, the Ski Area Board, the Aquatics Board, the Docks and Harbors Board, and the Airport Board. The Mayor and all Assemblymembers shall serve as members of the Committee and the Human Resources chair shall serve as chair at these meetings.
3. Finance Committee. The Finance Committee may take up issues relevant to the fiscal status of the CBJ. The Mayor and all Assemblymembers shall serve as members of the Finance Committee. The duties of the Finance Committee shall include:
- (a) Review of the Manager's proposed budget and recommendations to the Assembly for a final budget;
 - (b) Review of the fiscal policies of the CBJ as deemed necessary by the committee.
4. Committee of the Whole. The Committee of the Whole may take up those issues within the jurisdiction of multiple committees and those warranting detailed review prior to consideration by the Assembly. The Mayor and all Assemblymembers shall serve as members of the Committee of the Whole. Generally, the rules of the Assembly shall be followed in the Committee of the Whole, provided that, at the discretion of the chair, the rules may be relaxed and the rules relating to participation by the presiding officer and the number of times a member may speak shall not be in effect unless otherwise ordered by a majority of the committee. In preparing the committee agenda the chair shall consult with the Mayor.
5. Lands Committee. The Lands Committee may take up issues relevant to the lands, water or air within the City and Borough. The duties of the Lands Committee shall include recommendations to the Assembly regarding:
- (a) The preparation and revision of a land management plan and the acquisition and disposal of CBJ lands;

- (b) The administration of the lands fund and the mineral holdings of the CBJ.
 - (c) Implementation of the Long Range Waterfront Development Plan, and issues relating to use and development of the CBJ waterfront.
 - (d) Promotion of improved housing availability in the City and Borough.
6. Public Works and Facilities Committee. The PWFC may take up issues relevant to the infrastructure of CBJ, including transportation and utilities. The duties of the PWFC shall include:
- (a) Making recommendations to the Assembly regarding the capital improvement program required by Charter section 9.2 and other capital improvement plans and lists;
 - (b) Advising each newly elected Assembly of unfinished capital projects to be continued;
 - (c) Making recommendations to the Assembly regarding the preparation and revision of an areawide transportation plan.
 - (d) Making recommendations related to energy efficiency, renewable resources, waste reduction and recycling, global warming and green building.
7. Special Committees. Nominations for special committee appointments and the chair position of each special committee shall be made by the Mayor, and shall be subject to ratification by the Assembly. In making nominations for special committee appointments, the Mayor shall strive to ensure, to the extent reasonably possible, that there is a balance of opinion, viewpoints, and perspective among the Assemblymembers nominated for committee membership, and that there is at least one Assemblymember nominated for appointment to each such committee who has expertise in the areas assigned to the committee. All members shall serve at the pleasure of the Assembly.

D. *Reserved.*

E. Quorum of Committees. For the Committee of the Whole and the Finance Committee, a majority of the membership shall constitute a quorum. For committees with seven or eight members, four of the membership shall constitute a quorum, for committees with five or six members, three of the membership shall constitute a quorum. For committees with four or fewer members, two of the membership shall constitute a quorum for the transaction of business.

F. Voting. The minimum vote required to take official action shall be the same as that constituting a quorum; provided, however, that in the case of a tie vote, the action fails.

RULE 6. ASSEMBLY LIAISONS TO BOARDS AND COMMISSIONS.

A. Appointment of Liaisons. The Mayor shall nominate one member of the Assembly to serve as the liaison, ~~and one member of the Assembly to serve as the alternate liaison,~~ to each of the following City and Borough boards and commissions:

Planning Commission
 Hospital Board
Docks and Harbors Board
 Airport Board
 School Board
 Ski Area Board
Aquatics Board

The nominations shall be subject to ratification by the Assembly. Liaisons to other entities may be appointed from time to time.

B. Role of Liaison. Assembly liaisons ~~and alternate liaisons~~ serve as a link between the Assembly and the board or commission to establish and maintain communication between the bodies on issues, projects, and other matters of mutual concern and interest. Assembly liaisons are not required to regularly attend board or commission meetings; but if they do, they shall not have the power to vote on the board or commission, and are not to be counted in determining whether a quorum of the board or commission is present.

C. Other Meetings. The Assembly encourages its members to attend meetings of other boards, commissions, and citizen groups and inform the Assembly on the activities of those bodies and the issues before them, as appropriate.

RULE 7. DEBATE.

A. Speaking on the Question. A member or the Manager may speak more than once to the same question at the same stage of proceedings provided that priority of access to the floor shall be given to members who have not spoken on the question. Members shall endeavor to provide the body with relevant facts and arguments and shall strive to avoid redundancy.

B. Asking Questions. After obtaining recognition from the chair, a member may ask direct questions of another member of the Assembly or to a person appearing before the Assembly. The questions may not be argumentative.

C. Decorum. Members shall not question the motives, competency or integrity of any person except as necessary to decide an appeal, personnel evaluation, contract award, or other matter in which such issues are clearly relevant. The chair shall

admonish any member violating this rule and if violations are severe or repeated, may without a vote declare a recess not to exceed ten minutes.

RULE 8. RULES OF PUBLIC PARTICIPATION.

When permitted by Rule 14, public participation during hearings on ordinances and matters other than appeals will be conducted according to the following rules, which will be posted in the Assembly Chambers:

A. The hearing will be conducted by the Mayor as chair.

B. The Mayor will open the hearing by summarizing its purposes and reemphasizing the rules of procedure.

C. The Mayor may set a time limit for public testimony, for individual speakers, or both if it appears necessary to gain maximum participation and conserve time, and may for the same reason disallow all questions from the Assembly to members of the public. The time limit may be extended by a majority of the Assembly. The time limit for individual speakers shall be uniform for all speakers, and shall be strictly enforced. Speakers shall not have the right to transfer their unused time to other speakers, but the Mayor may grant additional time to a person speaking on behalf of a group present in the chambers.

D. Citizens will be encouraged to submit written presentations and exhibits. Material submitted to the Manager's office more than three business days before a meeting and comprising ten pages or less will be eligible for copying for that meeting. Material submitted less than three days before a meeting will be distributed by the Clerk at the meeting provided that the submission includes at least 15 copies.

E. The Mayor will set forth the item or subject to be discussed and will rule non germane comments out of order.

F. All speakers, public, and members of the Assembly will be recognized by the chair by surname.

G. Members of the public will precede their remarks by stating their names and, unless otherwise allowed by the Mayor, their place of residence.

H. Members of the Assembly will not direct questions to each other or to the chair during public participation except as to the conduct of the hearing.

I. Members of the Assembly may direct questions to members of the public only to obtain clarification of material presented. The questions may not be argumentative, nor may they have the purpose or effect of unreasonably extending any time limit applicable to public speakers.

J. The public may direct questions to the Assembly or the administration. The questions may not be argumentative.

K. The public may direct questions to the chair only as it pertains to the conduct of the hearing.

L. The Manager may participate in the same manner as the members of the Assembly.

M. There shall be an opportunity for public participation on non-agenda items at each regular meeting of the Assembly. Such public participation shall be limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed five minutes. Assemblymembers may ask questions of the speaker, but shall not deliberate at that time on matters raised, or answer questions directed to the members.

RULE 9. MOTIONS.

A. Seconds. Seconds to motions are not required.

B. Renewal of Defeated Motions. Defeated motions may be renewed only under suspension of the rules.

C. Priority of Privileged Motions. Privileged motions shall have the following priority:

1. Fix time to adjourn
2. Give notice of reconsideration
3. Adjourn
4. Recess
5. Question of privilege of the body
6. Question of personal privilege

RULE 10. CLERICAL ERRORS.

Clerical errors that do not affect the substance of an ordinance or resolution, such as errors in numbering or errors in spelling, may be corrected by the Attorney upon discovery of the error.

RULE 11. VOTE REQUIRED.

The affirmative vote of five members of the Assembly shall be sufficient to take any action except as otherwise provided by Charter or ordinance and except in the following instances, which require the affirmative vote of at least six members:

- A. Limiting, extending, or closing debates
- B. Suspension of the rules
- C. Setting of or postponement of special orders

- D. Objection to consideration of question
- E. Motion for immediate vote (previous question)
- F. Rescind
- G. To take up a motion for reconsideration at the meeting at which the action to be reconsidered was taken

RULE 12. PARLIAMENTARIAN.

The Attorney shall act as the parliamentarian.

RULE 13. SESSIONS.

Each regular or special meeting of the Assembly constitutes a session for purposes of the rules.

RULE 14. PUBLIC PARTICIPATION CONFINED TO THAT AGENDA ITEM.

No person except a member or the Manager may participate in Assembly proceedings except as provided in the agenda item for public participation and except that the Attorney or Clerk may comment on professional or procedural aspects. Public participation shall be permitted on a motion to recess into executive session prior to the vote on such a motion. Public participation shall be permitted on all items on the agenda, except for meetings advertised as work sessions only, but shall not be permitted on items before the body for information or scheduling purposes except to the extent such public participation concerns scheduling only.

RULE 15. RECONSIDERATION.

A. What May Be Reconsidered. Main motions, amendments to main motions, privileged motions involving substantive questions, and appeals are subject to reconsideration. Procedural motions may not be reconsidered.

B. Who May Reconsider. Any member, whether or not that member voted on the prevailing side, may give notice of or move for reconsideration.

C. Effect of Notice. The effect of giving notice of reconsideration is to suspend all action on the subject of the notice until a motion for reconsideration is made and acted upon or until the time within which the motion for reconsideration may be made and acted upon has expired.

D. Time in Which Notice Must Be Taken Up. A notice of reconsideration expires unless a motion for reconsideration is made and acted upon prior to adjournment of the next regular meeting succeeding the meeting at which the action to be reconsidered occurred.

E. Successive Reconsideration. There may be only one reconsideration even though the action of the Assembly after reconsideration is opposite from the action of the Assembly before reconsideration.

F. Precedence. A motion for reconsideration has precedence over every main motion and may be taken up at any time during the meeting when there is no other motion on the floor.

G. Effect. A motion for reconsideration completely cancels the previous vote on the question to be reconsidered as though the previous vote had never been taken.

RULE 16. TELEPHONIC PARTICIPATION.

A. A member may participate via telephone in an Assembly meeting, or an Assembly Committee meeting, if the member declares that circumstances prevent physical attendance at the meeting. If the Mayor chooses to participate via telephone, the Deputy Mayor shall preside.

B. No more than the first three members to contact the Clerk regarding telephonic participation in a particular meeting may participate via telephone at any one meeting.

C. The member shall notify the Clerk and the presiding officer, if reasonably practicable, at least four hours in advance of a meeting which the member proposes to attend by telephone and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.

D. At the meeting, the Clerk shall establish the telephone connection when the call to order is imminent.

E. A member participating by telephone shall be counted as present for purposes of quorum, discussion, and voting.

F. The member participating by telephone shall make every effort to participate in the entire meeting. From time to time during the meeting the presiding officer shall confirm the connection.

G. The member participating by telephone may ask to be recognized by the presiding officer to the same extent as any other member.

H. To the extent reasonably practicable, the Clerk shall provide backup materials to members participating by telephone.

I. If the telephone connection cannot be made or is made then lost, the meeting shall commence or continue as scheduled and the Clerk shall attempt to establish or restore the connection, provided that if the member participating by telephone is necessary to achieve a quorum, the meeting shall be at ease, recess, or adjourn as necessary until the telephone connection is established or restored.

J. Meeting times shall be expressed in Alaska time regardless of the time at the location of any member participating by telephone.

K. Participation by telephone shall be allowed for regular, special, and committee meetings of the Assembly.

L. Remarks by members participating by telephone shall be transmitted so as to be audible by all members and the public in attendance at the meeting, provided that in executive session the remarks shall be audible only to those included in the executive session.

M. Any member of the public present with the member participating by telephone shall be allowed to speak to the same extent he would if physically present at the meeting.

N. As used in these rules, "telephone" means any system for synchronous two-way voice communication. "Mayor" includes the Acting Mayor or any other member serving as chair of the meeting.

RULE 17. ADOPTION OF ROBERT'S RULES OF ORDER.

The conduct of the meetings of Assembly shall be governed by the Mayor according to Robert's Rules of Order, 11th ~~10th~~ Edition, except as otherwise provided by Charter, law, or these rules.

Section 2. Repeal of Resolution. Resolution No. 2550 is repealed.

Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: Mayor Kendell D. Koelsch

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2784

A Resolution Affirming the City and Borough of Juneau's Continuing Support of the Juneau Access Project.

WHEREAS, the Draft Supplemental Environmental Impact Statement for the Juneau Access Project has been completed by the Department of Transportation and Public Facilities; and

WHEREAS, all state and federal funding has been identified to complete the construction of the East Lynn Canal Highway under the Preferred Alternative 2B; and

WHEREAS, this project has substantially received all permits and necessary funding for construction; and

WHEREAS, both houses of the Twenty-fourth Alaska State Legislature, by resolution during the 2005 session, recognized the importance of road access to the Capital City; and

WHEREAS, the Alaska State Legislature has consistently supported the East Lynn Canal Highway by appropriating necessary state funding for this project; and

WHEREAS, road access would provide additional less expensive opportunities for constituents to interact with their legislators and state government; and

WHEREAS, the 2004 Southeast Alaska Transportation Plan has identified that the completion of the East Lynn Canal Highway is a major component in helping resolve the many transportation issues in Southeast Alaska; and

WHEREAS, the Alaska Marine Highway System remains an important mode of surface transportation for Juneau and Southeast Alaska, and needs to continue to receive adequate state funding; and

WHEREAS, one of the 2004 published goals of the CBJ Assembly is to "Support enhanced access, including road access," and it is the responsibility of Juneau, as Alaska's Capital City, to improve access in every way possible, including electronic, air, marine and road services; and

WHEREAS, the East Lynn Canal Highway will provide convenient and inexpensive vehicle access for the residents of Juneau, Haines and Skagway while improving ferry service for other communities; and

WHEREAS, the Governor has chosen not to move forward on this project.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. That the City and Borough of Juneau continues to support the Department of Transportation and Public Facilities efforts to complete the construction of the East Lynn Canal Highway.

Section 2. That the City and Borough considers the completion of the East Lynn Canal Highway as a major project priority for the community of Juneau.

Section 3. That the City and Borough of Juneau asks the Juneau Legislative Delegation to maintain previously appropriated statewide funds for the Juneau Access project to be held available to allow the project to proceed.

Section 4. Effective Date. This resolution shall be effective immediately after its adoption.

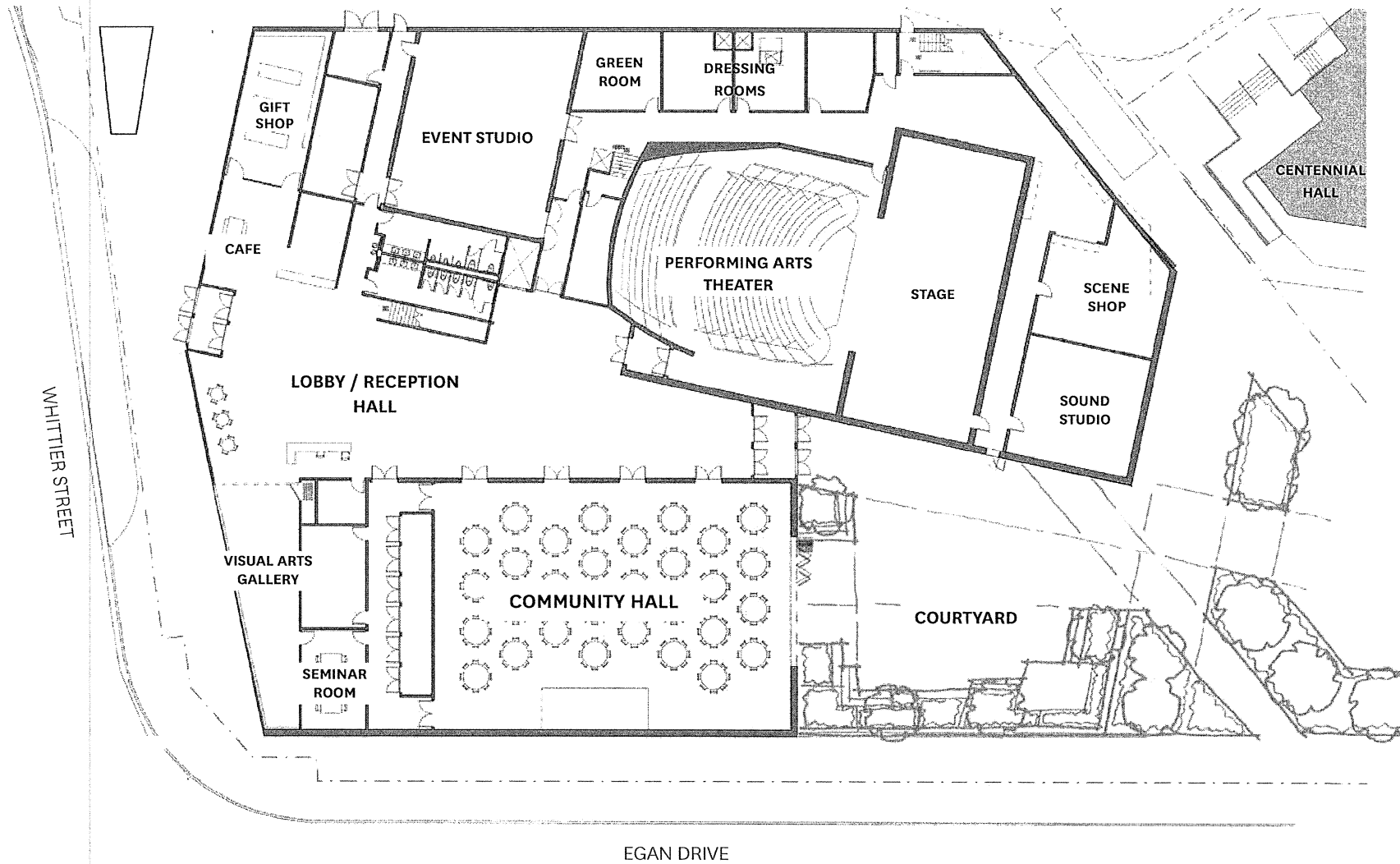
Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

THE NEW JACC FLOOR 1



Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2787

A Resolution Expressing Continued Assembly Support for the Use of Municipal Property for the Proposed Willoughby Arts Complex.

WHEREAS, the City and Borough of Juneau Assembly adopted Resolution 2642 in 2013 expressing support for the Willoughby Arts Complex and the use of municipal property for the project; and

WHEREAS, in recognition that Juneau is considered by many to be the cultural capital of Alaska, and the Willoughby Arts Complex (WAC) in downtown Juneau is intended to anchor and serve as the focus for the creative spirit alive throughout the community by providing performance and gallery space for all of Juneau's arts and cultural community to share; and

WHEREAS, the board of directors of the Juneau Arts and Humanities Council (JAHC) has diligently worked on the design and planning of the WAC since the adoption of Resolution 2642; and

WHEREAS, the Juneau community has long been working toward the goal of a downtown arts facility, and the City and Borough envisioned such a facility in its Willoughby District Land Plan; and

WHEREAS, the JAHC has requested that the City and Borough renew its commitment to the project so that the JAHC may continue its efforts to secure funding for the design, permitting, and construction of the Willoughby Arts Complex project.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. The Assembly of the City and Borough of Juneau hereby expresses its support for the Willoughby Arts Complex project, and expresses its intent to enter into a long-term lease of municipal property for the site of the Willoughby Arts Complex and parking area, as generally depicted in Exhibit A.

Section 2. It is further the intent of the Assembly that the JAHC may rely on this resolution until either a long-term lease is entered into consistent with this resolution, or five years from the resolution's adoption has elapsed, whichever occurs sooner.

Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 23, 2016

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	1081
Licensee:	Shayz, LLC.		
Doing Business As:	Squirez		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	Shayz, LLC	License #:	1081
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	Squirez		
Premises Address:	11806 Glacier Highway		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	9436 Patricia Pl		
City: Juneau	State: AK	ZIP:	99801

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	SHAYLA WEEKS		
Contact Phone:	907 723 2474	Business Phone:	907 723 2474
Contact Email:	Chiodome@yahoo		

Seasonal License? ☐ Yes ☒ No

If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	10003772
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Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

This subsection must be completed by any **entity**, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Entity Official:	SHAYLA WEEKS			
Title(s):	Owner	Phone:	907 723 2476	% Owned: 90
Address:	9436 Patricia Pl			
City:	JUNEAU	State:	AK	ZIP: 99801

Entity Official:	RAYMOND KAISER			
Title(s):	PARTNER	Phone:	907 723 1002	% Owned: 10
Address:	9436 Patricia Pl			
City:	JUNEAU	State:	AK	ZIP: 99801

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐ ☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐ ☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

[Signature]

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

[Signature]

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

[Signature]

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

[Signature]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

[Signature]

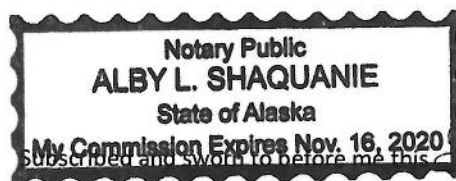
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Shaun Weeks-Jatt
 Signature of licensee

[Signature]
 Signature of Notary Public

Notary Public in and for the State of Alaska

Printed name of licensee



My commission expires: 11-16-2020

18th day of NOV, 2016

License Fee:	\$ 2500.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					<u>2700.00</u>



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

January 3, 2017

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	447
Licensee:	Alaska Promotion, LLC.		
Doing Business As:	No DBA (no premises)		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	Alaska Promotions, LLC	License #:	447
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	No DBA		
Premises Address:	No Premises		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	PO Box 35761		
City:	Juneau	State:	Alaska
		ZIP:	99803

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Ethan Billings		
Contact Phone:	907.321-5725	Business Phone:	SAME
Contact Email:	ethanbjuneau@gmail.com		

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	10015154
----------------------	----------

Alaska Division of Corporations: Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

This subsection must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Ethan Billings			
Title(s):		Phone:	907-321-5725	% Owned: 100
Address:	PO Box 35761			
City:	JUNEAU	State:	Alaska	ZIP: 99803

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐ ☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐ ☒

If "Yes", list all convictions:



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application**Section 7 – Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.



I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.



I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.



As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Ethan Billings
Signature of licensee

Ethan Billings
Printed name of licensee

Joseph Crowley
Signature of Notary Public

Notary Public In and for the State of Alaska

My commission expires: 4/17/17

Subscribed and sworn to before me this 9 day of November, 2016.

License Fee:	\$ 2500.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of \$500.00 – If received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (If different than TOTAL):					





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 22, 2016

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	674
Licensee:	MSE, LLC		
Doing Business As:	Lucky Lady		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	MSE, LLC	License #:	674
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	Lucky Lady		
Premises Address:	192 S Franklin Street		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	P.O. Box 22344		
City:	Juneau	State:	AK
		ZIP:	99802

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	MARK ERICKSON		
Contact Phone:	907 223-9917	Business Phone:	907 586-9673
Contact Email:	Eskimo7777@AOL.COM		

Seasonal License? ☐ Yes ☒ No ☐ If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	100 12575
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Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

This subsection must be completed by any **entity**, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Entity Official:	MARK S. ERICKSON				
Title(s):	OWNER	Phone:	907 723-9917	% Owned:	100
Address:	P.O. Box 22344				
City:	JUNEAU	State:	AK	ZIP:	99802

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

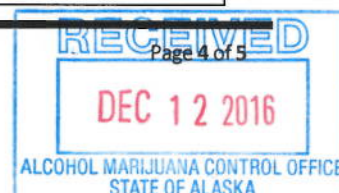
Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

ME

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

ME

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

ME

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

ME

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

ME

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Mark S. Erickson

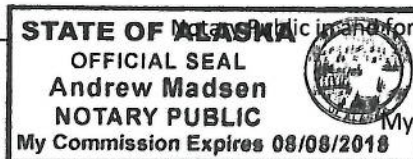
Signature of licensee

Andrew Madsen

Signature of Notary Public

Mark S. Erickson

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 08-08-2018

Subscribed and sworn to before me this 9th day of November, 2016.

License Fee:	\$ 2500.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 23, 2016

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Package Store	License Number:	300
Licensee:	DeHart's, llc.		
Doing Business As:	DHart's Grocery		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17b: Package Store

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	DeHart's, LLC	License #:	300
License Type:	Package Store	Statute:	AS 04.11.150
Doing Business As:	DeHarts Grocery		
Premises Address:	11735 Glacier Highway		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	11735 Glacier Hwy				
City:	Juneau	State:	AK	ZIP:	99801

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Daniel D. Hickok		
Contact Phone:	907-321-5203	Business Phone:	907-789-7342
Contact Email:	deharts@gci.net		

Seasonal License? ☐ Yes ☒ No

If "Yes", write your six-month operating period: _____





**Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store**

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	112178
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Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17b: Package Store

This subsection must be completed by any **entity**, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

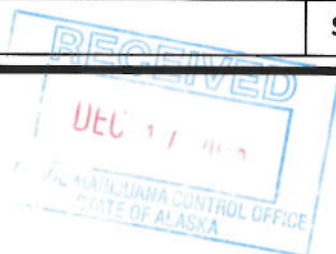
Entity Official:	Terry Lou Hickok				
Title(s):	Member	Phone:	907-463-4475	% Owned:	60
Address:	285 S. Franklin St.				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official:	Danie I Dale Hickok				
Title(s):	Member	Phone:	907-321-5203	% Owned:	40
Address:	3182 Indian Cove Rd				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store

Alcohol and Marijuana Control Board
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Written Orders:

Yes No

Did you sell alcoholic beverages in response to a written order in calendar years 2015 or 2016?

☒☐

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.

☐

If this box is checked, an AMCO employee will contact you after reviewing your application.

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store

Alcohol and Marijuana Control Board
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.



I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.



I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

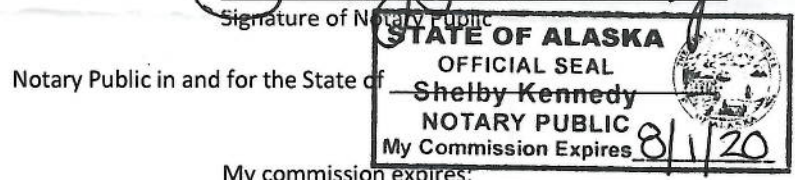


As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Daniel D. Hickok
Signature of licensee

Daniel D. Hickok
Printed name of licensee

Shelby L. Kennedy
Signature of Notary Public



My commission expires: 8/1/20

Subscribed and sworn to before me this 9th day of December, 2016.

License Fee:	\$ 1500.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 1700.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 22, 2016

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Recreational Site	License Number:	5095
Licensee:	Taku Lanes, LLC.		
Doing Business As:	Taku Lanes		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17c: Recreational Site

Alcohol and Marijuana Control Board

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing recreational site license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	Taku Lanes, LLC	License #:	5095
License Type:	Recreational Site	Statute:	AS 04.11.210
Doing Business As:	Taku Lanes		
Premises Address:	608 W Willoughby Avenue		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	4434 Columbia Blvd.		
City:	Juneau	State:	AK
		ZIP:	99801

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Cindy Price		
Contact Phone:	360-771-7197	Business Phone:	907-586-1595
Contact Email:	Cindy@takulanes.com		

Seasonal License? ☐ Yes ☒ No
If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17c: Recreational Site

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate

Name:	Cindy Price				
Address:	4434 Columbia Blvd.				
City:	Juneau.	State:	AK	ZIP:	99801
Email:	Cindy@takulanes.com				
Contact Phone:	586-1595 / 360-771-7197				

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	133816
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Alaska Division of Corporations: Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17c: Recreational Site

Alcohol and Marijuana Control Board

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

This subsection must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Cindy Price				
Title(s):	Owner	Phone:	586-1595	% Owned:	100
Address:	4434 Columbia Blvd.				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17c: Recreational Site

Alcohol and Marijuana Control Board Page 2 of 2

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year.

☒

The license was regularly operated during a specific season each year.

☐

The license was only operated to meet the minimum requirement of one time during each calendar year.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17c: Recreational Site

Alcohol and Marijuana Control Board
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

CP

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

CP

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

CP

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

CP

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

CP

I have submitted a written statement as part of this application that meets the attached Recreational Site Statement Guidelines.

CP

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Cindy Price
Signature of licensee

E. Moises
Signature of Notary Public

Cindy Price
Printed name of licensee

Notary Public in and for the State of Alaska

STATE OF ALASKA

OFFICIAL SEAL

Ethel Moises

NOTARY PUBLIC

My Commission Expires 03/07/2020

My commission expires: 03/07/2020

Subscribed and sworn to before me this 13 day of December, 2016.

License Fee:	\$ 800.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 1000.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					1000.00





Alaska Alcoholic Beverage Control Board

Recreational Site Statement Guidelines

What is this document?

A new, transfer, or renewal application for a recreational site license must be accompanied by a written statement that explains how the establishment meets the requirements listed under AS 04.11.210. This document provides guidelines regarding what must be covered in the separate written statement that you'll submit along with your license application.

A written statement must be submitted to AMCO's main office before any recreational site license application will be considered complete.

Mandatory Points to be Included

Responses to each of the following points must be included in your written statement. Please provide a separate page and do not submit this document as your statement.

1. Explain what hours you'll be serving beer and wine at your establishment in relation to your event hours.
2. Are baseball games, car races, hockey games, sled dog racing events, or curling matches regularly held during a season at your establishment?
 - a. If no, what recreational events are regularly held during a season at your establishment that you believe qualify you for a recreational site license under AS 04.11.210?
3. What is the season(s) of your recreational events?



Taku Lanes LLC

Taku Lanes LLC
608 W Willoughby Ave
Juneau, AK. 99801

Hours of operation are Sunday through Saturday noon to midnight.

We are a Bowling Center with r ecreation bowling leagues and tournaments.

Recreational activities ar e continuously thr ough the year, January 1st to December 31st. Of each y ear.

Cindy Price





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 22, 2016

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Restaurant or Eating Place	License Number:	4731
Licensee:	DJ, LLC		
Doing Business As:	Asiana Gardens		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Renewal License Application

Form AB-17a: Restaurant / Eating Place

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing restaurant / eating place license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	DJ LLC	License #:	4731
License Type:	Restaurant/Eating Place	Statute:	AS 04.11.100
Doing Business As:	Asiana Gardens		
Premises Address:	9116 Mendenhall Mall Rd		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:			
City:	JUNEAU	State:	AK
		ZIP:	99801

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	DONG JOON, YI		
Contact Phone:	907 957 1515	Business Phone:	907 463 3119
Contact Email:			

Seasonal License? ☐ Yes ☒ No

If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board

Renewal License Application

Form AB-17a: Restaurant / Eating Place

This subsection must be completed by any **entity**, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Entity Official:	DONG JOON, YI				
Title(s):	OWNER	Phone:	907 957 1515	% Owned:	100
Address:	9116 MENDENHALL MALL RD				
City:	JUNEAU	State:	AK	ZIP:	99801

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐ ☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☒

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☒

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.

☐

If this box is checked, an AMCO employee will contact you after reviewing your application.

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐ ☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17a: Restaurant / Eating Place

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

DJ

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

DJ

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

DJ

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

DJ

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

DJ

I certify that the gross receipts for the sale of food at the restaurant equal at least 50% of the total gross receipts for calendar years 2015 and 2016.

DJ

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Signature of Notary Public

DONG JOON, YI
Printed name of licensee

Notary Public in and for the State of

Alaska

Notary Public
ALBY L. SHAQUANIE
State of Alaska
My Commission Expires Nov. 16, 2020

My commission expires:

11-20-2020

Subscribed and sworn to before me this 21st day of Nov, 2016.

License Fee:	\$ 600.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 800.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 29, 2016

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Restaurant / Eating Place	License Number:	188
Licensee:	Bullwinkle's, Inc.		
Doing Business As:	Bullwinkle's Pizza		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing restaurant / eating place license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	Bullwinkle's Inc	License #:	188
License Type:	Restaurant/Eating Place	Statute:	AS 04.11.100
Doing Business As:	Bullwinkle's Pizza		
Premises Address:	318 Willoughby Ave		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	318 Willoughby Ave		
City:	Juneau	State:	AK
		ZIP:	99801

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Mitch Falk		
Contact Phone:	9074635252	Business Phone:	9074635252
Contact Email:	bullwinkles1@pci.net		

Seasonal License? Yes ☐ No ☒ If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	12712 D
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Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17a: Restaurant / Eating Place

This subsection must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Mitch Falk				
Title(s):	Pres.	Phone:	907234099	% Owned:	50%
Address:	318 Willoughby Ave				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official:	Lynette Anderson				
Title(s):	V. Pres.	Phone:	907234098	% Owned:	50%
Address:	318 Willoughby Ave				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

Alcohol and Marijuana Control Board, Page 2 of 2

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☒

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board

Renewal License Application

Form AB-17a: Restaurant / Eating Place

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

[Signature]

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

[Signature]

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

[Signature]

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

[Signature]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

[Signature]

I certify that the gross receipts for the sale of food at the restaurant equal at least 50% of the total gross receipts for calendar years 2015 and 2016.

[Signature]

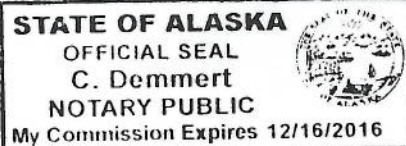
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Signature of Notary Public

Mitch Falk
Printed name of licensee

Notary Public in and for the State of *AK*



My commission expires: *12/16/16*

Subscribed and sworn to before me this *11* day of *November*, 20*16*.

License Fee:	\$ 600.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 800.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					



Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

Alcohol and Marijuana Control Board
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing restaurant / eating place license that will expire on December 31, 2016. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only needs to be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

Licensee:	Bullwinkle's Inc	License #:	1690
License Type:	Restaurant/Eating Place	Statute:	AS 04.11.100
Doing Business As:	Bullwinkle's Pizza		
Premises Address:	9108 Mendenhall Mall Rd.		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	9108 Mendenhall Mall Rd.		
City:	Juneau	State:	AK
		ZIP:	99801

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Mitch Falk		
Contact Phone:	9074635252	Business Phone:	9074635252
Contact Email:	bullwinkles1@acj.net		

Seasonal License? ☐ Yes ☒ No
If "Yes", write your six-month operating period: _____



Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

Packet Page 221 of 272
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

Section 3 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	12712D
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Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board

Renewal License Application

Form AB-17a: Restaurant / Eating Place

This subsection must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Mitch Falk			
Title(s):	Pres.	Phone:	9077234099	% Owned: 50%
Address:	318 Willoughby Ave			
City:	Juneau	State:	AK	ZIP: 99801

Entity Official:	Lynette Anderson			
Title(s):	V. Pres.	Phone:	9077234098	% Owned: 50%
Address:	318 Willoughby Ave.			
City:	Juneau	State:	AK	ZIP: 99801

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17a: Restaurant / Eating Place

Packet Page 223 of 272
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 4 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐ ☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☒

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2015 or 2016?

☐ ☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17a: Restaurant / Eating Place

Alcohol and Marijuana Control Board
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.



I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.



I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.



I certify that the gross receipts for the sale of food at the restaurant equal at least 50% of the total gross receipts for calendar years 2015 and 2016.



As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Nitch Falk

Printed name of licensee

Signature of Notary Public

C Demmert

Notary Public in and for the State of Alaska

STATE OF ALASKA

OFFICIAL SEAL

C. Demmert

NOTARY PUBLIC

My Commission Expires 12/16/2016



My commission expires: 12/16/16

Subscribed and sworn to before me this 11 day of November, 2016.

License Fee:	\$ 600.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 800.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

January 4, 2017

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License Number:	1690
Licensee:	Bullwinkle's, Inc.		
Doing Business As:	Bullwinkle's Pizza		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Elephant, LLC	License Number:	10315		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN ELEPHANT, LLC				
Physical Address:	101 Mill St.				
City:	Juneau	State:	AK	Zip Code:	99801
Designated Licensee:	Richard Dudas				
Email Address:	greenelephantalaska@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-01
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Elephant, LLC	License Number:	10315		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Green Elephant, LLC				
Premises Address:	101 Mill Street, Suite A				
City:	Juneau	State:	ALASKA	ZIP:	99801

Mailing Address:	PO Box 21315				
City:	Juneau	State:	ALASKA	ZIP:	99802

Primary Contact:	Richard Dudas				
Main Phone:	907-321-5886	Cell Phone:	907-321-5886		
Email:	greenelephantalaska@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

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Packet Page 228 of 272

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

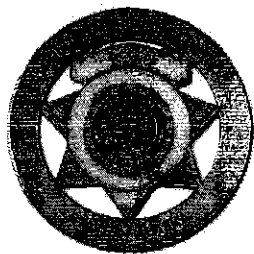
All restricted access areas will be accessible only by employees with proper clearance. Guests will be required to have a visitor pass visibly pinned to their shirt or hanging from a lanyard around their neck.

Each entrance to restricted access areas will also include signage in accordance with 3 AAC 306.710. "Restricted access area. Visitors must be escorted."

Describe your processes for admitting visitors into and escorting them through restricted access areas:

All visitors must show ID, proving that they're 21 or older. Each guest will sign in on a log noting the date, their age, time of arrival and time of departure. Each visitor will be issued a visitor identification badge upon approval by a manager or owner.

No more than five visitors will be admitted per marijuana handler certified employee. All logs will be secured within the safe room for safekeeping.



Alaska Marijuana Control Board

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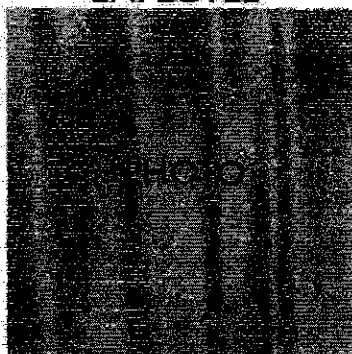
Phone: 907.269.0350

Describe your recordkeeping of visitors who are escorted into restricted access areas:

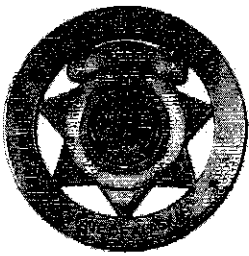
A log will be kept detailing the name, date and time of entry and departure for each visitor. Visitors will be required to sign the log and agree to additional terms yet to be fully determined. Each day's log will be secured in a locked file cabinet in the safe room. Paper logs will be digitized regularly.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:

**Green Elephant
Gardens**
EMPLOYEE



Jane A. Smith
Handler Cert. #12345
Expires 07/2019



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Security Alarm Systems and Lock Standards (3 AAC 306.715):

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

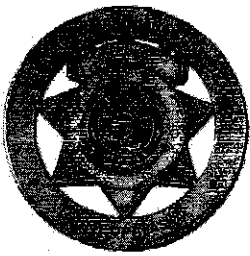
Exterior security lighting will be installed to illuminate a 20 foot radius around each exterior door and window to provide sufficient lighting for surveillance cameras. Because we are located in an industrial area, ambient lighting from other buildings will allow for surveillance cameras to have sufficient lighting beyond the prescribed 20 foot radius.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

The security alarm will be installed on all exterior doors and windows. The alarm system will be activated on all exterior doors and windows when the licensed premises is closed for business. Motion detection alarms will be installed throughout interior of the facility. These alarms will notify the security monitoring company and/or law enforcement if any intruders are detected during non-business hours. Panic buttons will also be installed at strategic locations in the building.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

All exterior doors and windows will have contact sensors that are activated when the facility is closed for the night. If doors or windows are breached when the alarm is armed, the security system will auto dial the security monitoring company and/or law enforcement.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Security cameras will monitor all indoor work spaces and storage areas. Employees will be subject to search if suspected of theft or diversion of product. Green Elephant will have a zero tolerance policy for theft and employees guilty of such will be terminated immediately. Criminal charges may be filed.

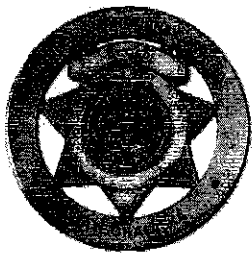
The transport of marijuana will require either the sole presence of the licensee or two employees at a time. If product must be transported through an area which the public has access to then the shared area must be cordoned off until transport is complete. No marijuana or marijuana products will be allowed in the facility unless it is state tested and tracked. All products will be stored and transported securely and in accordance with state and local laws.

Describe your policies and procedures for preventing loitering:

No loitering signs will be posted near each entrance. Employees will be trained to recognize and disperse loiterers.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

Panic buttons will be installed at multiple strategic locations throughout the facility. When pressed by employees, these buttons will trigger alarms and send notifications to the security monitoring company and/or law enforcement officials. Security cameras will also be accessible for off-site monitoring via the internet.



Alaska Marijuana Control Board

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Phone: 907.269.0350

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

In the event of a breach of security during non-business hours, a designated manager or owner will assist the local law enforcement agency and provide access to security footage requested. In the event of an incident while the facility is open, employees will attempt to evacuate any customers and themselves after activating panic switches to alert authorities. If unable to evacuate, employees will work to ensure the safety of any customers in the building. All security breaches will be logged with an incident report.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	☒	☐
Both the interior and exterior of each entrance to the facility	☒	☐
Each point of sale area	☒	☐
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	☒	☐
Clearly and accurately displays the time and date	☒	☐
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	☒	☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Cameras will be placed at each entrance throughout the building, inside the secured room and throughout the cultivation and retail areas. Cameras will also be placed outside the building adjacent to building lights to ensure any activity within 20 feet of the building is captured.

Handwritten signature

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Video surveillance and official logs and records will be kept in a secured cabinet within the safe room. Only owners and one trusted employee will be able to access the safe room and secured cabinet. These people are the only ones authorized to escort law enforcement or an agent of the board to the secured cabinet for inspection. The cabinet will be made of metal and will have a secure lock.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☒ ☐

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

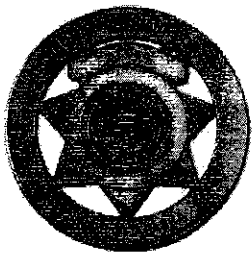
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Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☒ ☐

Video surveillance records are stored off-site

☒ ☐



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Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☒ ☐

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☒ ☐

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☒ ☐

Records related to advertising and marketing

☒ ☐

A current diagram of the licensed premises including each restricted access area

☒ ☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☒ ☐

All records normally retained for tax purposes

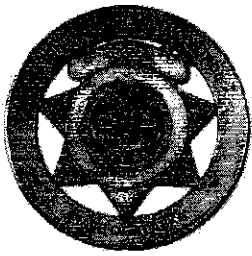
☒ ☐

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☒ ☐

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

☒ ☐



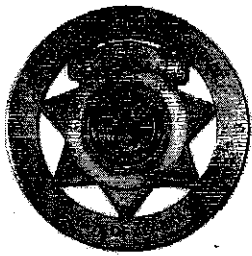
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

As previously mentioned, all important and official documents will be secured in a cabinet within the safe room. Only a few people will have access to unlock the cabinet. Video surveillance will be backed up nightly too an off-site server. Paper records will be digitized for long-term safekeeping regularly.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Section 3: Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer "Yes" to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

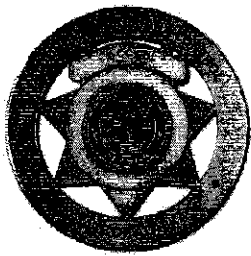


All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745



Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Our business will use Metrc by Franwell as required by the State of Alaska. The system will track cannabis from seed to sale. This system is fully accessible to state officials at any time. We will also likely utilize a backup tracking system such as MJ Freeway or Green Bits, which are cannabis compliance softwares popular in the industry and are fully integratable with Metrc.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Phone: 907.269.0350

Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer "Yes" to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

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Describe how your establishment will meet the requirements for employee qualifications and training:

All employees will have state sanctioned marijuana handlers permits before their first day of work. Expiration dates on handlers permits will be noted and employees will be given ample notice to renew their permit. Employees with expired permits will not be allowed to work until their permit status has been updated.

Green Elephant will have a zero tolerance policy for drug or alcohol use anywhere on the property by employees during scheduled work hours. That policy will also cover in the case that an employee arrives to work intoxicated.

Employees will also be trained on the aforementioned safety and security procedures.



Alaska Marijuana Control Board

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Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements. Applicants should be able to answer "Yes" to the statement below.

Marijuana Waste Disposal:

Yes No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it



Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

Cannabis plant waste will be logged and stored in a surveilled area for 72 hours before being ground and added to a compost tea solution for use in the garden.

Should any plant waste not be suitable for the compost tea solution, it will instead be mixed with an equal portion of other compostable materials as allowed by AAC 306.740 and transported securely to the landfill. The waste's final destination will be documented regardless of disposal method.

Used soil will be re-amended for further use in the garden. Wastewater will be used to water outdoor landscaping.

8

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

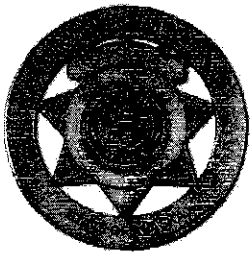
Ground cannabis plant waste will be mixed into a compost tea solution for use in the garden.

AAC 306.740 requires a marijuana establishment to make any marijuana waste unusable before it leaves the premises. Virtually all of our cannabis plant waste will remain onsite. After 72 hours the waste will be ground and added proportionately as required by regulation into a compost tea, making the waste material completely unrecoverable.

Our understanding of state regulations leads us to believe that this is an allowed method for disposing of cannabis waste. However, we were advised by an AMCO staff member to flag this part of our operating plan so that it may be considered further by the board. We seek your approval of this method.

Commercially, compost tea is typically created with a starter — a powder that when added to water creates an ideal environment for the biological functions of composting. The compost tea — as opposed to other relatively dry compostable materials — acts as a catalyst, breaking down the cannabis waste quickly. Compost tea is then used to fertilize living plants.

8

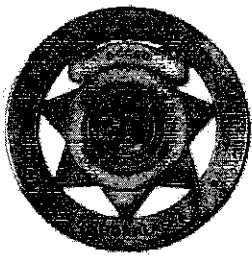


Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

First, we will notify the state three days in advance of disposing of any marijuana material by using the Metrc tracking system. Ground cannabis plant waste will be mixed into a compost tea solution. Once mixed, the marijuana is not usable.



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Section 6: Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

Marijuana Transportation:

Yes

No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

☐☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☐☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☐☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☐☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

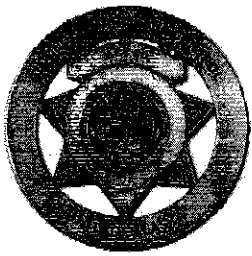
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When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☐☐

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☐☐



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Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Cannabis will be packaged and secured in child resistant, opaque bags. Packaging will happen only in a secured, restricted access area. Labels will include required state warnings and testing information.

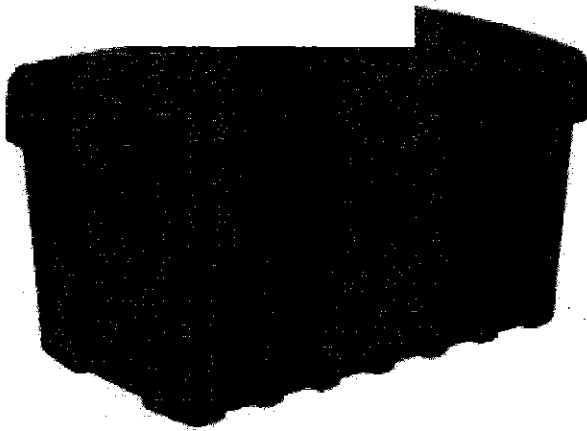
In the case of marijuana being transferred to another licensed business, the person taking the product must have securable, lockable containers to transport the packages. Each package will have attached tracking and testing info, as well as any other accompanying documents required by the individual business.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

Securable and lockable containers will be required for any employee or affiliate to transfer marijuana product. These containers must be concealed during transit. A certified marijuana handler must accompany the packages at all times. Please see attached page for an example of the containers we will use.

FREE SHIP TO STORE!

- Stackable
- 1 year limited warranty



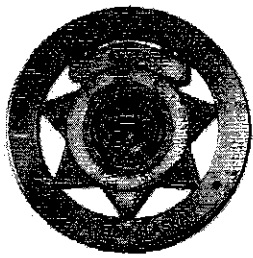
\$64.99

SKU #105481199

★★★★★ 5.0 (7)

Write a review

Specification	Description
Brand:	Contico
Outer Material:	Structural Foam
Product Height:	20-3/4 in.
Product Length:	22-3/4 in.
Product Weight:	32 lb.
Product Width:	38-1/2 in.
Warranty:	1-Year Limited
Product Type:	Bins
Manufacturer Part Number	3725



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 7 – Signage and Advertising**

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

We will place no more than 3 signs on our property, each no larger than 4,800 square inches. We will address the details of these signs in our application for a retail license as the signs will not be used to advertise the grow space and will not be placed until we open our retail store.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading



Promotes excessive consumption



Represents that the use of marijuana has curative or therapeutic effects

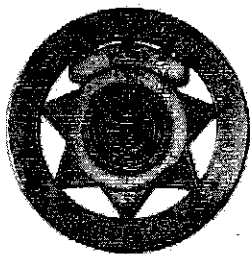


Depicts a person under the age of 21 consuming marijuana



Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☐☐

On or in a public transit vehicle or public transit shelter

☐☐

On or in a publicly owned or operated property

☐☐

Within 1000 feet of a substance abuse or treatment facility

☐☐

On a campus for post-secondary education

☐☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

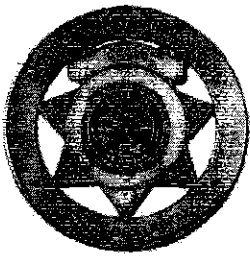
☐☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☐☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☐☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

550 W. 7th Avenue, Suite 1000

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 8 - Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Signs stating "Persons under 21 are not allowed on premises" will be posted at all outside access points. Employees will be trained on how to spot fake or illegitimate identification cards. Each visitor's ID will be scanned into an ID scanner to enhance security and assure legitimacy. Visitors to the facility will be subject to approval by an owner or manager. No one will be allowed into the facility without owner or manager approval, a valid identification and they must be accompanied by an approved, permitted employee.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

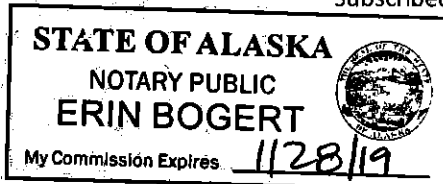


Signature of licensee

Richard S. Dudas

Printed name

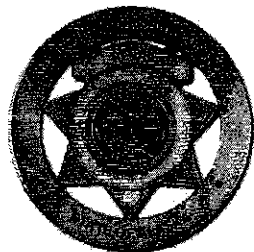
Subscribed and sworn to before me this 26th day of September, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 11/28/19



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

December 30, 2016

City & Borough of Juneau

Attn: City Clerk

Via Email: mcb_notice@juneau.org

License Number:	10315
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Green Elephant, LLC
Doing Business As:	GREEN ELEPHANT, LLC
Physical Address:	101 Mill St. Suite A Juneau, AK 99801
Designated Licensee:	Richard Dudas
Phone Number:	907-321-5886
Email Address:	greenelephantalaska@gmail.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Renewal Application**
☐ **Onsite Consumption Endorsement**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our February 2-3, 2016 meeting.

Sincerely,

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
Packet Page 248 of 272
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Elephant, LLC	License Number:	10315		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN ELEPHANT, LLC				
Physical Address:	101 Mill St.				
City:	Juneau	State:	AK	Zip Code:	99801
Designated Licensee:	Richard Dudas				
Email Address:	greenelephantalaska@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-02 and attached premises drawing
-----------------	-------------------------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Form MJ-02: Premises Diagram**What is this form?**

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Elephant, LLC	License Number:	10315		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Green Elephant, LLC				
Premises Address:	101 Mill Street, Suite A				
City:	Juneau	State:	AK	ZIP:	99802



Alaska Marijuana Control Board

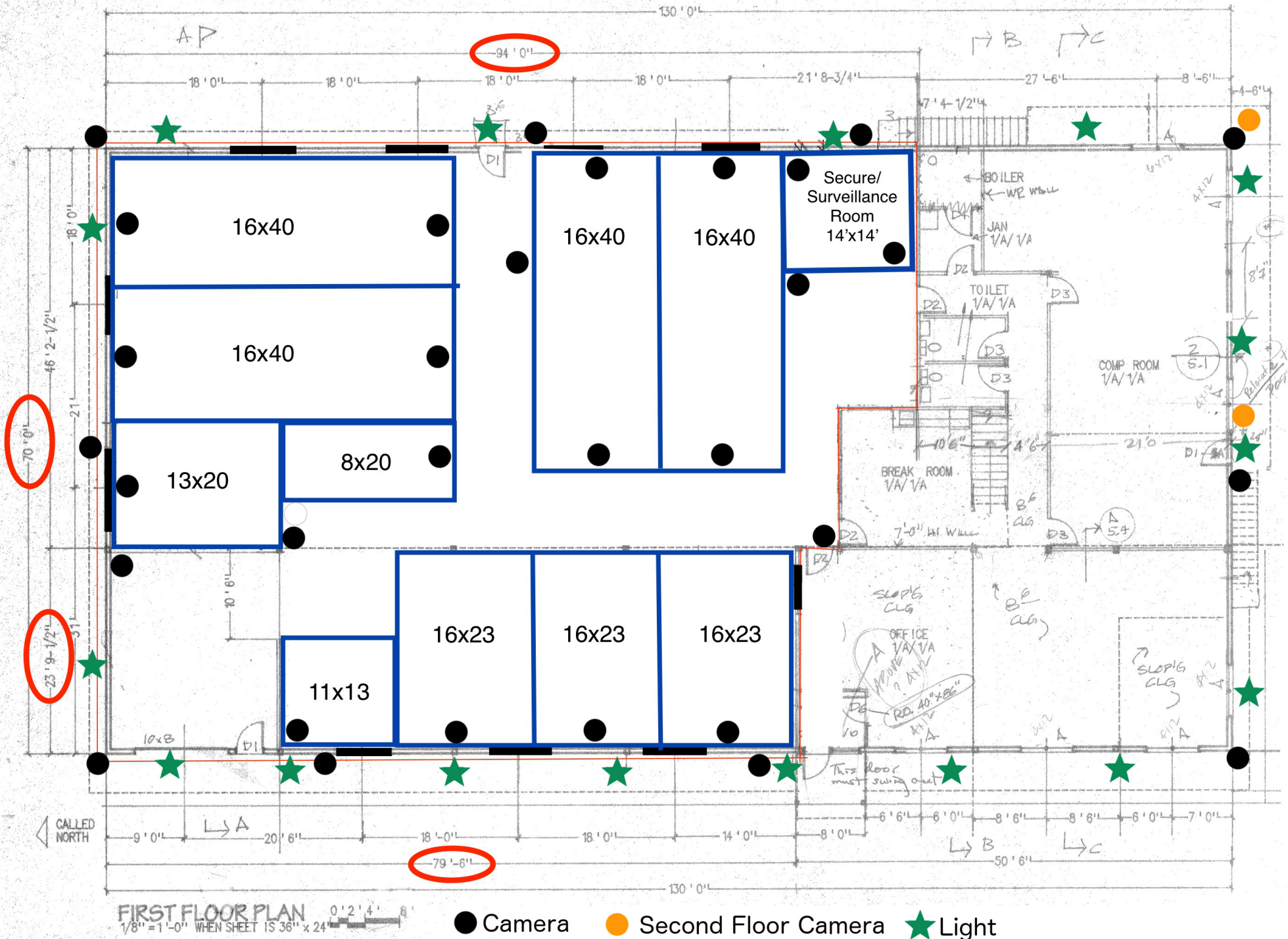
Form MJ-02: Premises Diagram

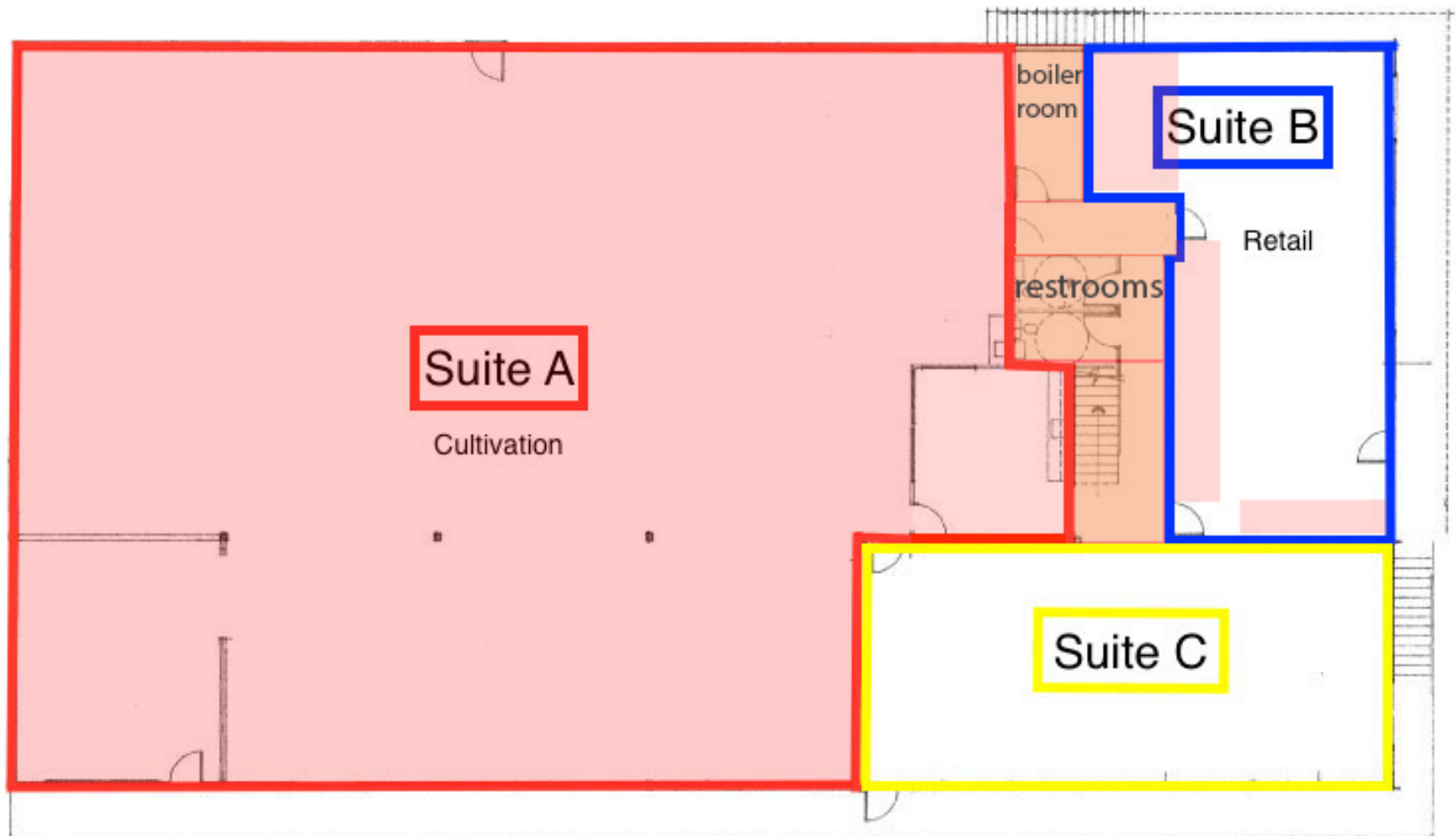
Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.

Please see attached drawing.

All windows at eye level in the warehouse area have been removed and drywalled.





 common area  restricted access area

101 Mill St. first floor suite map

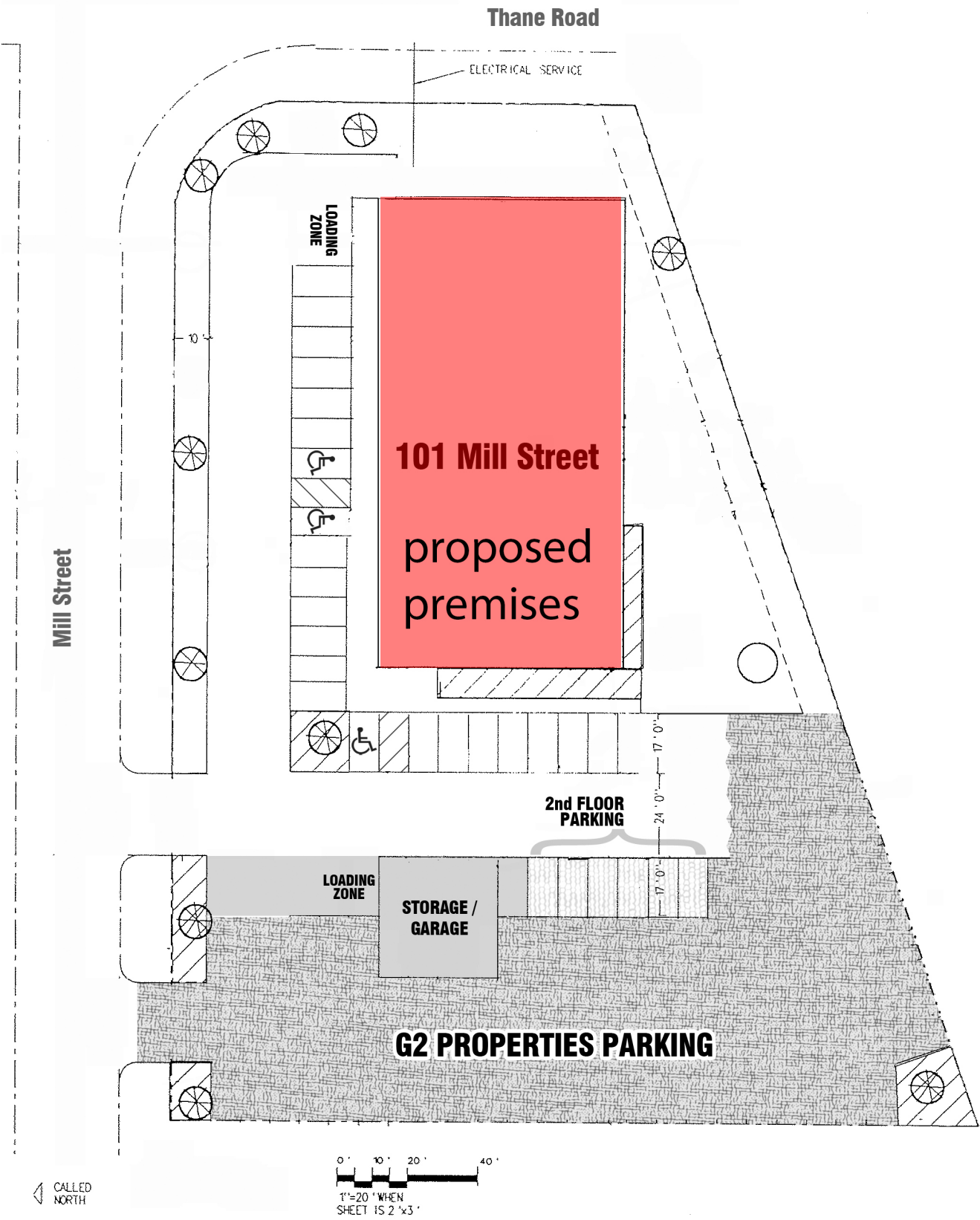
Suite A and Suite B are currently leased to Green Elephant, LLC, for marijuana cultivation and retail. Green Elephant, LLC, may lease Suite C should the state of Alaska and City and Borough of Juneau approve on-site consumption.



0' 2' 4' 8'
1/8" = 1'-0" WHEN
SHEET IS 2' x 3'

Restricted Access Area

101 Mill St. restricted access area/waste storage map





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Elephant, LLC	License Number:	10315		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN ELEPHANT, LLC				
Physical Address:	101 Mill St.				
City:	Juneau	State:	AK	Zip Code:	99801
Designated Licensee:	Richard Dudas				
Email Address:	greenelephantalaska@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-04
-----------------	-------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1680

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Elephant, LLC	License Number:	10315		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Green Elephant, LLC				
Premises Address:	101 Mill Street, Suite A				
City:	Juneau	State:	ALASKA	ZIP:	99801



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/enc>
Phone: 907.269.0350

Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☒ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licenses premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒ ☐

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

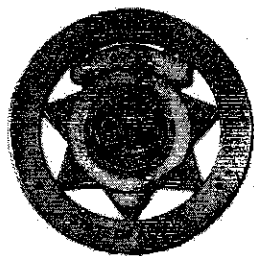
☒ ☐

Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

Our warehouse space is approximately 6,072 sq. ft. The building where our cultivation facility will be located is 70'x130' (9,100 sq. ft. footprint). Within that space, the area where we intend to grow cannabis is about 94'x70' (>7,580 sq. ft.), with slight inclusions by adjacent rooms subtracting a small amount of the space.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 2320

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Describe the marijuana cultivation facility's growing medium(s) to be used:

In our garden, we will use the following: soil, perlite, vermiculite, coco coir, peat moss, and hydroponics. Growing medium may be amended with nutrients described in the following answer.

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Cleaning supplies to be used include the following: bleach, hydrogen peroxide, vinegar, alcohol, and Simple Green.

Nutrients and fertilizers include the following: nitrogen, phosphorus, potassium, calcium, sulfur, magnesium, silicon, boron, chlorine, manganese, iron, zinc, copper, molybdenum, nickel, selenium, sodium, molasses, citric acid, ascorbic acid, maltodextrin, salt, plant-based extracts, guano, composted manure, blood meal, worm castings, mycorrhizae, compost tea, compost, kelp meal.

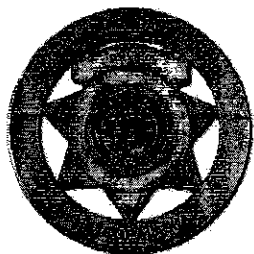
Pest management: plant-based extracts and plant-based pesticides including neem oil, Dawn dish soap, natural extract, pyrethrin.
Etc: rooting hormone, cinnamon

Our facility will use carbon dioxide to enrich the plants. The emission of CO₂ gas will be electronically monitored to control ppm throughout the garden to keep it within ideal and safe levels. Our CO₂ use will be in compliance with all applicable regulations.

An MSDS binder will be kept on site with details of all products accessible to employees.

Describe the marijuana cultivation facility's irrigation and waste water systems to be used:

Plants will be watered and fed using a combination of hand and automated delivery systems. Water from dehumidifiers will be recycled into the plants, minimizing waste. Wastewater will be disposed of in compliance with local laws and regulations. Excess water may be used for outdoor landscaping.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 2100

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

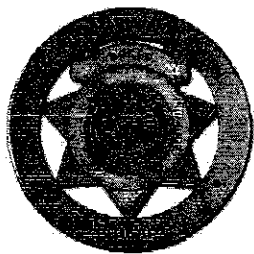
Waste parts from the cannabis plants will be ground and added to a compost tea solution. Any cannabis waste that cannot be recycled into the garden (we expect little to none) will be securely transported to the local dump.

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

The facility will utilize carbon filters and fans before exhausting air from the garden. If necessary, we may introduce an ozone generator into the exhaust line after the carbon filters. As our facility is located adjacent to a city wastewater facility, we very much understand the importance of ensuring no detectable odor is emitted from our operation.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 2100

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the item below.

I understand and agree that:

Agree Disagree

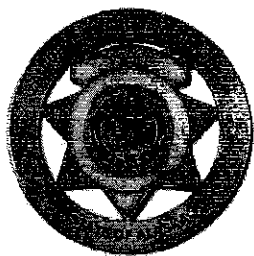
The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks



Describe the testing procedure and protocols the marijuana cultivation facility will follow:

Each batch of cannabis will be tested by a licensed testing facility for potency, microbes, pesticides and any other chemicals. Testing samples will be logged into the Metrc system and securely transported to the testing facility.

Cannabis batches found to have microbes will not be sold as flower and will either be processed into concentrate form or destroyed.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 North 2nd Avenue, Suite 2100

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☒☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☒☐

Restricted Access Area (3 AAC 306.430):

Yes

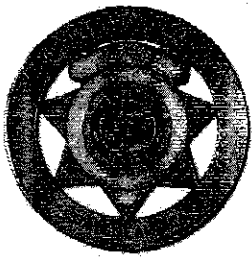
No

Will the marijuana cultivation facility include outdoor production?

☐☒

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:

N/A



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 North 2nd Avenue, Suite 2100

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

All growing will be inside a part of the building that has no windows visible to the public.

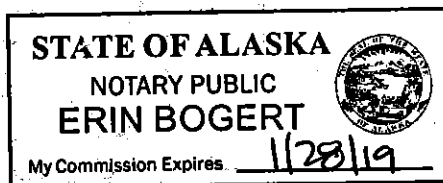
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Leannifer Canfield
Signature of licensee

Leannifer Canfield
Printed name

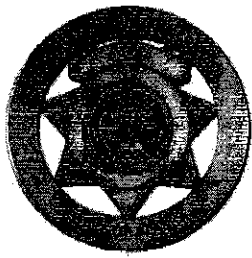
Subscribed and sworn to before me this 26th day of September, 2016.



[Signature]

Notary Public in and for the State of Alaska.

My commission expires: 11/28/19



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 North 26th Avenue, Suite 2100

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

(Additional Space as Needed):



(907) 586-0715
CDD_Admin@juneau.org
www.juneau.org/cdd
155 S. Seward Street • Juneau, Alaska 99801

**PLANNING COMMISSION
NOTICE OF DECISION**

Date: December 14, 2016
File No.: USE2016 0027

Green Elephant LLC
PO Box 21315
Juneau, AK 99801

Proposal: Conditional Use Permit for a standard marijuana cultivation establishment in the Industrial zoning district.

Property Address: 101 Mill Street

Legal Description: Lot 1 Block A Alaska Juneau IV

Parcel Code No.: 1-C11-0-K15-001-0

Hearing Date: December 13, 2016

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated December 6, 2016 and approved the Conditional Use Permit for a standard marijuana cultivation establishment in the Industrial zoning district to be conducted as described in the project description and project drawings submitted with the application and with the following condition:

1. All waste containing marijuana product shall be stored in a locked enclosure until transported to the CBJ landfill.

Attachments: December 6, 2016 memorandum from Chrissy Steadman, Community Development Department, to the CBJ Planning Commission regarding USE2016 0027.

This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c).

Green Elephant LLC
File No.: USE2016 0027
December 14, 2016
Page 2 of 2

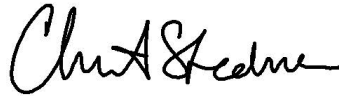
Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, December 13, 2016.

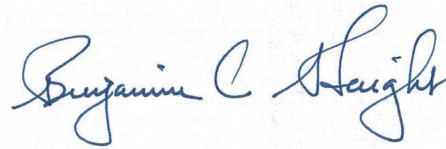
Expiration Date: The permit will expire 18 months after the effective date, or December 13, 2016 if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.

Conditional use permits issued to marijuana establishments under CBJ chapter 49.65.1245(e) shall be subject to review by the commission every five years from the date of issuance. Such review shall be subject to CBJ 49.15.330 except that the commission may only amend or add conditions if necessary to ensure compliance with this title.

Project Planner:



Chrissy Steadman, Planner
Community Development Department



Ben Haight, Chair
Planning Commission



Filed With City Clerk

December 19, 2016

Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-44

An Ordinance Amending the City and Borough Code Relating to Camping in the Downtown Juneau Area.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJ 53.09.340 Camping, is amended to read:
53.09.340 Camping.

(a) Except as provided in subsection (c) of this section, no person shall camp or establish or maintain a campsite:

(1) On any part of a public right-of-way not designated for camping by an official sign;

(2) For a period in excess of 48 hours within the boundaries of any one area on a public right-of-way, designated for camping by an official sign; or

(3) On City and Borough land other than a public right-of-way within one-half mile of the same location for a period in excess of 48 hours.

(4) On any parcel or right-of-way within or abutting the Downtown Juneau Area unless authorized by the property owner. For the purposes of this section, the Downtown

Juneau Area is defined as North of 900 South Franklin, South of Fourth Street, East of Main Street and the waterside of the cruise ship docks, and West of Franklin Street as depicted on the adopted Downtown Juneau Area No Camping Map dated xx, 2017, as the same may be amended from time to time by the assembly by ordinance.

(b) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(1) *Camp* means to be personally present with the intent of remaining between the hours of 12:00 midnight and 7:00 a.m., other than in a permanent residential structure constructed and maintained in accordance with applicable codes.

(2) *Campsite* means a shelter, tent, camping equipment, furniture, bedding, cooking or eating utensils, or other outdoor or household items indicating an intent to remain or return for the purpose of staying overnight.

Establishment or maintenance of a campsite by a person may be established if the campsite includes mail addressed to that person, items having other indicia of ownership or control by that person, or items identified by a witness as owned or controlled by that person. It shall be a defense to liability under this section if the defendant can establish that an item came to be located at the campsite solely by an act of God or an act or omission of a third party other than an employee or agent of the defendant, if the defendant establishes that the defendant exercised due care with respect to disposal of the item, including foreseeable acts or omissions of such third party. Items not claimed by the defendant shall be confiscated as unclaimed property and disposed of according to sections 55.50.230 through 55.50.310.

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- (c) The manager or the manager's designee may issue permits for recreational camping in excess of that otherwise allowed by this section upon a showing by the applicant that such use will result in no waste, damage, or pollution to the land occupied.
- (d) Violation of this section is an infraction.

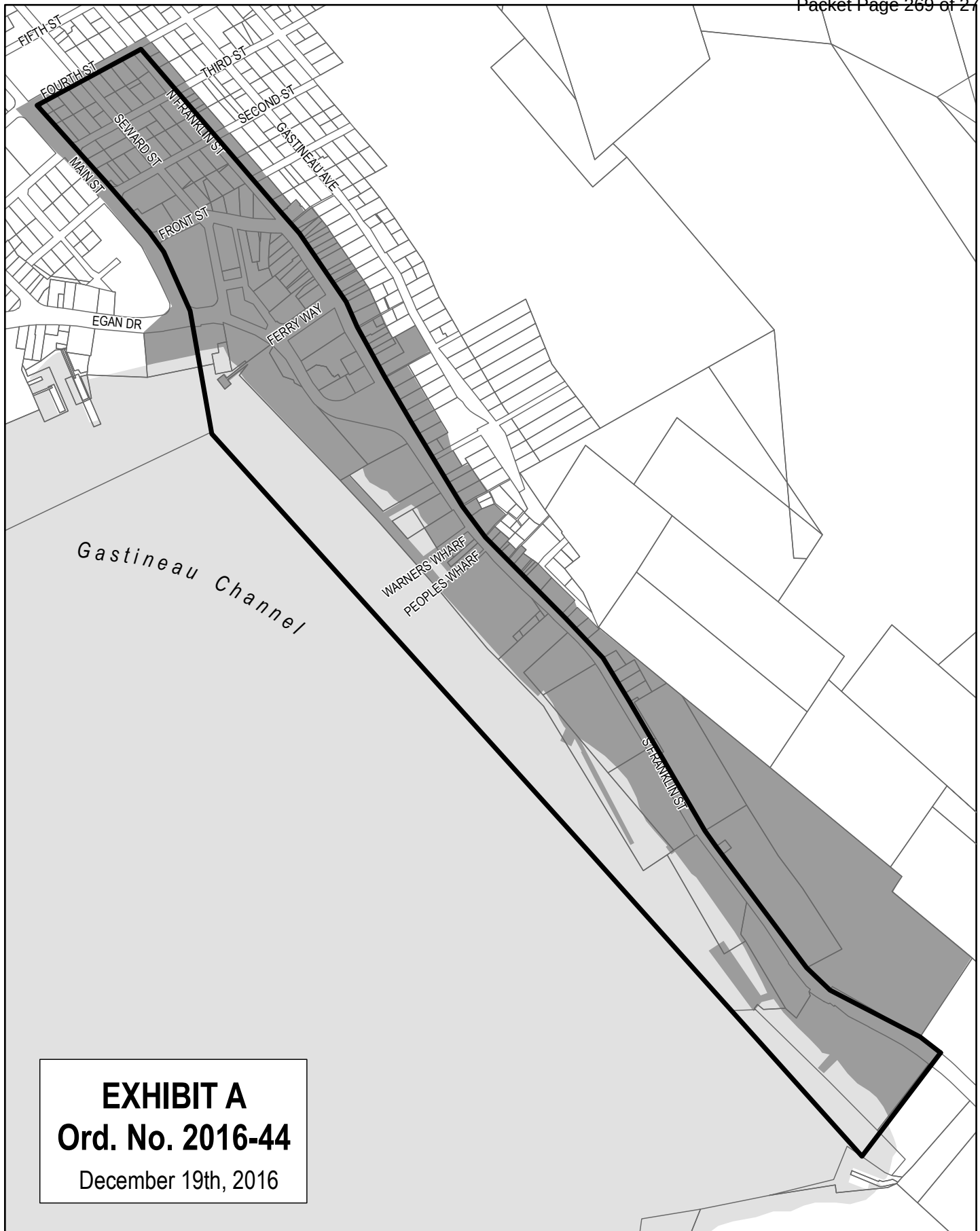
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2016.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk



Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-47

An Ordinance Amending the State Permits and Licenses Chapter, CBJ 01.65, to Provide for the Review of State Marijuana Licenses.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Chapter. Chapter 01.65 Action on state permits and licenses, is amended by adding a new section to read:

01.65.030 Marijuana licenses.

Upon notification of the application for issuance, renewal or transfer of a marijuana license issued under AS 17.38, the manager shall refer the matter to the assembly for consideration under the provisions of chapter 20.25 of this Code.

Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2016.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 1/9/2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AA)

An Ordinance Appropriating to the Manager the Sum of \$2,075 as Funding for the Sister Cities Program; Funding Provided through a Donation from the Filipino Community, Inc.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriate. There is appropriated to the Manager the sum of \$2,075, as funding for Sister Cities Program.

Section 3. Source of Funds.

Donation from the Filipino Community, Inc.	\$ 2,075
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 1/9/2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AB)

An Ordinance Appropriating to the Manager the Sum of \$30,000, as Funding for Leasing the Juneau Subport Parking; Funding Provided by the Downtown Parking Fund's Fund Balance.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriate. There is appropriated to the Manager the sum of \$30,000, as funding for leasing the Juneau Subport Parking lot.

Section 3. Source of Funds.

Downtown Parking Fund's Fund	\$ 30,000
Balance	

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk